

MARCH 12, 2024

BOARD OF ALDERMEN MEETING

PACKET



Greg Parker, Mayor
Shawn Bolerjack, East Ward Alderman
Kala Sisco, East Ward Alderman
Kyle Williams, West Ward Alderman
John Whelan, West Ward Alderman

MINUTES
BOARD OF ALDERMEN MEETING
202 N. Washington
January 25, 2024

Call Meeting to Order

The regular season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parker at 6:00 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Greg Parker.

Opening Prayer

Opening prayer was led by Public Works Director Mark Nash.

Roll Call

Council Members present included Shawn Bolerjack, and Kyle Williams. Alderwoman Kala Sisco was absent. Others in attendance were: City Administrator Sally Burbridge, City Attorney James Weber, City Clerk Tammy Koller, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston, Water/Sewer Supervisor Donnie Moore, and Parks and Recreation Supervisor Melissa Dubois. Citizens in attendance were: Debbie Murphy, Sue Woods, Patricia Vance, James Vance, Ben Johnson, Sherry Lee, Patti McKeown, and Liz Condray.

Approve Agenda

Alderman Bolerjack moved to approve the agenda with the addition of Resolution No. 3-2024. Seconded by Alderman Williams. The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion Carried.

Consent Agenda

December 12, 2023, Regular Meeting Minutes
December 19, 2023, Special Meeting Minutes
January 11, 2024, Regular Meeting Minutes
Mo Dept. of Rev. C.A.R.T. Tax \$19,563.12-December 2023
Municipal Court Report-November 2023
Municipal Court Report-December 2023
PD Monthly Report-November 2023
PD Monthly Report-December 2023
Mo Dept. of Rev. Capital Improvements Tax \$68,803.11-December 2023
Mo. Dep. Of Rev. Additional City Tax \$125,353.52-December 2023
Mo. Dept. of Rev. City Tax \$137,606.23-December 2023

Mo. Dept. of Rev. Storm Water/Local Parks \$51,602.43-December 2023

Parks and Recreation Monthly Report January 2024

Alderman Williams moved to approve the Consent Agenda.

Seconded by Alderman Bolerjack.

The vote was 3 Aye- Williams, Bolerjack, and Whelan. 0 Nay. Motion carried.

ONCRC Presentation

A summary of this presentation was handed out by Liz Condray and is attached to these minutes.

New and Miscellaneous Business

Purchase of Gateways for AMI System

Alderman Williams moved to approve the quote from Nexgrid Technology Solutions for \$8,266.00

Seconded by Alderman Whelan.

The vote was 3 Aye-Williams, Whelan, and Bolerjack. 0 Nay. Motion carried.

Sale of Surplus equipment and vehicles

Alderman Bolerjack moved to approve the sale of surplus equipment and vehicles to be sold through Purple Wave Auction Service.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

Service Line Bill Protection Program

Alderman Williams moved to approve the Utility Committee's recommendation of non-mandatory coverage of \$2,500 per occurrence for water bills only due to leaks, through the ServLine Program.

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Whelan. 0 Nay. Motion carried.

Resolution No. 1-2024

A resolution authorizing the mayor to enter into an agreement between the City of Salem, Missouri and Online Information Services, Inc., A North Carolina Corporation for collection services.

Alderman Williams moved to table Resolution No. 1-2024.

Seconded by Alderman Whelan.

The vote was 3 Aye-Williams, Whelan, and Bolerjack. 0 Nay. Motion carried.

Airport Fuel Bid

Alderman Williams moved to approve the bid from Naegler Transport for \$10,397.50

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Williams. 0 Nay. Motion carried.

Parks and Recreation Vehicle Bid Approval

Alderman Williams moved to approve a budget adjustment from the prior year's fund balance with the \$35,000 allocated for the purchase of a work truck.

Seconded by Alderman Bolerjack

The vote was 3 Aye-Williams, Bolerjack, and Whelan. 0 Nay. Motion carried.

Resolution No. 2-2024

A resolution authorizing the mayor to execute an agreement between the City of Salem, Missouri, and the Meramec Regional Planning Commission (MRPC).

Alderman Bolerjack moved to approve Resolution No. 2-2024.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

Lead Service Line Assistance Agreement/General Terms and Conditions Documents

Alderman Bolerjack moved to approve the mayor's signature on the Lead Service Line Assistance Agreement/General Terms and Conditions Documents.

Seconded by Alderman Williams.

The vote was 3 Aye- Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

TCPA Policy

Alderman Williams moved to approve the TCPA Policy as part of the Salem Municipal Utilities policies.

Seconded by Alderman Whelan.

The vote was 3 Aye-Williams, Whelan, and Bolerjack. 0 Nay. Motion carried.

Financial Update

Finance Director Stacey Houston provided a financial update through January 2024. Documentation has been attached to these minutes.

Resolution No. 3-2024-Emergency Amendment to agenda

Resolution No. 3-2024 was added as an emergency amendment due to the time sensitive nature for submitting documents to the online portal for the Welcome Home Project and receiving required updated documentation after the 24-hour posting requirement.

Alderman Bolerjack moved to approve Resolution No. 3-2024.

Seconded by Alderman Williams,

The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

Board Appointment

Community Involvement Committee

Alderman Bolerjack moved to approve Mayoral appointments Roma Jones, Kristy Bermudez, Alayna Sellers, Sierra Connell, Carlos Lopez, Patty McKeown, and Gary, McKeown to the Community Involvement Committee and Sally Granowski to the Library Board.

Seconded by Alderman Whelan.

The vote was 3 Aye-Bolerjack, Whelan, and Williams. 0 Nay. Motion carried.

Reading of Bills (First Reading)

Bill No. 3581-An ordinance amending the Utility Committee definition for the City of Salem, Missouri.

City Clerk Tammy Koller read the first reading of Bill No. 3581 by caption only.

No vote was taken.

Bill No. 3582-An ordinance amending the amounts of utility deposits for the City of Salem, Missouri.

City Clerk Tammy Koller read the first reading of Bill No. 3582 by caption only.

No vote was taken.

Bill No. 3583- An ordinance amending portions of the housing violations codes for the City of Salem, Missouri.

City Clerk Tammy Koller read the first reading of Bill No. 3583 by caption only.

No vote was taken.

Bill No. 3584-An ordinance amending portions of the housing violations codes for the City of Salem, Missouri.

City Clerk Tammy Koller read the first reading of Bill No. 3584 by caption only.

No vote was taken.

Bill No. 3587-An ordinance amending the annual budget for the City of Salem, Missouri beginning July 1, 2023, and appropriating funds pursuant thereto.

City Clerk Tammy Koller read the first reading of Bill No. 3587 by caption only.

No vote was taken.

Reports of City Officials, Boards and Committees

Parks and Recreation Director Melissa Dubois gave an oral report of the January 17th, 2024, report which is attached to these minutes.

City Administrator Sally Burbridge gave an update on the Old City Hall. The two water leaks at opposite corners of that building resulted in some flooding and damage. City crews have done much of the clean-up. The carpet and ceiling tiles have been removed from the Council Chambers, as well as the carpet from a room off the kitchen. City Clerk Koller has submitted the initial request to the insurance for claims. We are in the process of getting a quote from ServPro for possible disinfecting. City Administrator Burbridge states that there may be a need for a plumber to come in to redo some of the toilets, replace some kits in toilets and in the urinals. The water has been shut off until further notice.

City Administrator Sally Burbridge asked Water/Sewer Supervisor Donnie Moore to speak about an event that happened earlier in the day. Moore stated there was a sewer inspection with DNR in reference to the city's sewer collection system. DNR spent about six hours inspecting the SEMOM (Sewer Collection Maintenance Operation Management) program. Inspectors looked at the last five years of budget, Capital Improvements as well as the projected ten-year plan. Inspectors did not find any violations and will be mailing a letter of compliance.

Mayor Greg Parker thanked all city employees for all the work they put in each and every day.

Public Works Director Mark Nash reported due to the cold weather, digs-in have settled. The street department is working on getting those filled in. He asks that if anyone sees one that they have missed to please contact him.

Public Works Director Mark Nash reported utility bills are being processed and will go out on time.

Public Works Director Mark Nash reported the final count on disconnects was 18.

Public Works Director Mark Nash commended the street department for clearing the roads during the recent snow.

Public Works Director Mark Nash thanked everyone for the opportunity to work for the city. He will be retiring on January 31, 2024.

Alderman Shawn Bolerjack reported he expects the proposed public comment policy to be on next meeting's agenda.

Alderman Kyle Williams reported he has done some more research on the proposed bus route. He states there are two options. There is a yearly grant through MoDot, which is a 90/10 grant and would allow for the purchase of a bus by the city. There is also the option of working with SMTS since they have a hub established within the city. Alderman Williams stated there are pros and cons to both. He says financially the cost to the city would be about the same.

Alderman Kyle Williams thanked everyone who opened heating centers during the cold weather.

Closed Session

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

Alderman Whelan moved to go into closed session for personnel, and contracts.

Seconded by Alderman Williams.

The vote was 3 Aye-Whelan, Williams, and Bolerjack. 0 Nay. Motion carried.

The Board went into closed session at 7:31 P.M.

Alderwoman Sisco joined the meeting at 7:32 P.M.

No action was taken.

Adjournment

With no further business to come before the Board, Alderwoman Sisco moved to adjourn.

Seconded by Alderman Whelan.

The vote was 4 Aye-Sisco, Whelan, Bolerjack, and Williams. 0 Nay. Motion carried.

Mayor Greg Parker adjourned the meeting at 9:42 P.M.

Tammy Koller

City Koller

APPROVED:

Greg Parker

Mayor

ATTEST:

Tammy Koller

City Clerk



Greg Parker, Mayor
Shawn Bolerjack, East Ward Alderman
Kala Sisco, East Ward Alderman
Kyle Williams, West Ward Alderman
John Whelan, West Ward Alderman

SPECIAL BOARD OF ALDERMEN MEETING MINUTES
1200 W. Rolla Rd.
February 20, 2024
5:30 P.M.

Call Meeting to Order

The special session meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parker at 5:34 p.m.

Roll Call

Council Members present included Shawn Bolerjack, John Whelan, and Kyle Williams. Alderwoman Kala Sisco was absent. Others in attendance were: City Administrator Sally Burbridge.

Closed Session

Pursuant to Section 610.021 (3) of the Revised State Statutes of the State of Missouri pertaining to hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Williams moved to go into closed session for personnel.

Seconded by Alderman Whelan.

The vote was 3 Aye-Williams, Bolerjack, Sisco, and Whelan. 0 Nay. Motion carried.

The Board of Alderman went into closed session at 5:35 P.M.

No action was taken.

With no more business to come before the board, Alderman Bolerjack moved to adjourn.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

Tammy Koller
City Clerk

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk



Greg Parker, Mayor
Shawn Bolerjack, East Ward Alderman
Kala Sisco, East Ward Alderman
Kyle Williams, West Ward Alderman
John Whelan, West Ward Alderman

SPECIAL BOARD OF ALDERMEN MEETING MINUTES
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Roll Call

Council Members present included Shawn Bolerjack, John Whelan, and Kyle Williams. Alderwoman Kala Sisco was absent. Others in attendance were: City Administrator Sally Burbridge.

Closed Session

Pursuant to Section 610.021 (3) of the Revised State Statutes of the Sate of Missouri pertaining to hiring, firing, discipling, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Williams moved to go into closed session for personnel.

Seconded by Alderman Whelan.

The vote was 3 Aye-Williams, Bolerjack, Sisco, and Whelan. 0 Nay. Motion carried.

The Board of Alderman went into closed session at 5:35 P.M.

No action was taken.

With no more business to come before the board, Alderman Bolerjack moved to adjourn at 7:12 P.M.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Whelan. 0 Nay. Motion carried.

Tammy Koller
City Koller

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

Animal Control Report

For the month of February there were 22 calls for service.

1 dog returned to owner

2 summonses for dogs at large.

2 deceased animals

1 dog bite

2 Dogs were transferred to the Phelps County Animal Rescue at 745 E Springfield St. in St James.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Kyle Williams
John Whelan

PARKS AND RECREATION: Melissa DuBois

POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston



City of Salem Alderman Report

February 2024

Melisa DuBois, Parks and Recreation Director

Youth Sports and Programs

- Skills and Drills
 - 69 participants from 1st-5th grades
 - February 5th, 6th, and 8th.
 - Collaboration with 5th/6th grade travel team coaches and SHS Coaches and Football players.
 - Shirts have been purchased and sponsored by Dent County Farm Supply and Dent Count AG
- Soccer
 - Soccer Registration open from January 25th-February 13th at \$35 per athlete. February 14th-20th late fee \$45 per athlete.
 - 302 total registrations ranging from 4U-14U.
 - Practices in March games will begin Saturday April 6th.
 - Applications are currently available for Soccer Referees.

Grounds and Satellite Parks

- Al Brown
 - Lighting Project - Location has been marked for installation of new box, projected delivery date is March 5th, 2024. Electric and pipe is in the process of being installed.
 - Vandalism to grounds- someone has been mudding and tearing up parking lot and grass on both sides of Al Brown. Chief Chase has been made aware of the issues and is looking to install a temporary camera.
- Salem City Park
 - Skate Park – major cracks in concrete have been repaired by the construction crew. Along with loose concrete blocks removed.
 - Pavilion- the first pavilion as you enter the park is experiencing some were. The construction crew made repairs and recommended a new roof. New metal was approved for purchase and Construction Crew replaced the pavilion roof.



- Pavilion Rentals – Pavilion rentals can be made by stopping by the City Administration office or calling (573) 729-4811 extension: Utility.
- Parks and Recreation Shop
 - Garage Door replacement for lower garage. The door frame was raised for bucket truck; that requires a new garage door installment. The construction crew will have to frame the door to ensure the new garage door has solid surface to anchor to. Door has been ordered.

Other Parks and Recreation Business

- Parks and Recreation Work Truck
 - Parks and Recreation work truck was approved for purchase on 1/25/24. Truck was purchased on 1/29/24. Action Graphics has added the Parks and Recreation logo to both Parks and Recreation Trucks. The 2002 Dodge will be taken to the City Mechanic to prepare for Purple Wave.
- Salem High School Service Day
 - Scheduled for April 9th. Parks and Recreation will have students mulching trees in the park.

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 02/01/2024 00:00 to 02/29/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		4	0:43	2:11	2:03	0.99
ACCIDENT		11	0:58	1:14	17:02	2.73
ALARM	COMMERCIAL	1	1:16	1:36	4:23	0.25
ALARM	RESIDENTIAL	2	1:27	1:58	2:58	0.50
AMBULANCE CALL		21	1:00	1:31	19:26	5.21
ANIMAL CALL		19	2:50	2:13	17:31	4.71
AREA CHECK		9	3:37	0:33	11:04	2.23
ASSAULT/FIGHT	IN PROGRESS	3	1:01	0:09	34:39	0.74
ASSAULT/FIGHT	NOT IN PROGRESS	2	4:29	2:03	26:51	0.50
ASSIST OTHER AGENCY		17	1:44	1:37	17:31	4.22
BURGLARY	NOT IN PROGRESS	5	3:38	3:55	15:11	1.24
CHECK THE WELL BEING		10	22:40	2:25	10:30	2.48
CIVIL MATTER		6	0:52	1:35	15:18	1.49
COURT		1	0:27	2:03	16:53	0.25
COURTESY TRANSPORT		1	0:52	1:09	11:19	0.25
DECEASED PERSON		1	1:22	1:27	56:02	0.25
DISTURBANCE	VERBAL	7	1:18	1:45	19:47	1.74
DOMESTIC	IN PROGRESS	11	1:54	1:29	23:24	2.73
DOMESTIC	NOT IN PROGRESS	3	2:24	1:19	17:31	0.74
DRUG OFFENSE		1	1:10	10:40	38:45	0.25
ESCORT		19	30:55	2:58	23:40	4.71
EXPARTE VIOLATION	IN PROGRESS	1	1:25	2:02	10:07	0.25
FIRE CALL		3	0:53	1:14	19:43	0.74
FOLLOW UP INVESTIGATION		42	0:09	0:02	37:39	10.42
FOUND PROPERTY		6	1:00	3:42	2:13	1.49
FRAUD		4	9:14	0:38	29:13	0.99
HOTLINE CALL		6	1:11	4:13	38:12	1.49
INFORMATION		8	3:09	4:52	10:37	1.99
JUVENILE PROBLEM		2	1:48	3:41	25:35	0.50
LIFT ASSIST		5	1:20	4:27	5:35	1.24
LOST/STOLEN PROPERTY		1		0:00	1:43	0.25
MISC ADMIN DUTY		19	7:13	0:59	56:32	4.71
MISC HAZARD		4	2:40	0:18	4:37	0.99
MISC OFFENSE		2	0:39	3:40	20:06	0.50
MISSING PERSON		1		0:00	69:21	0.25
MOTORIST ASSIST		2	3:43	0:36	9:04	0.50
NUISANCE VIOLATION		1		0:00	17:32	0.25
PARKING COMPLAINT		3	1:49	2:54	8:48	0.74
PEACE DISTURBANCE		1	0:38	0:24	22:33	0.25

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 02/01/2024 00:00 to 02/29/2024 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
PEDESTRIAN CHECK		1		0:00	2:43	0.25
POWER OUTAGE		1	0:23			0.25
PRISONER TRANSPORT		2	4:19	38:01	44:05	0.50
PROPERTY DAMAGE		1	1:47	3:29	18:05	0.25
SEX OFFENSE		2	0:32	0:00	99:48	0.50
STEALING	NOT IN PROGRESS	10	12:02	1:58	18:29	2.48
SUICIDAL PERSON		1	0:19	1:43	66:35	0.25
SUSPICIOUS CIRCUMSTANCES		14	1:17	2:29	12:30	3.47
SUSPICIOUS SUBJECT		11	2:15	1:04	13:08	2.73
SUSPICIOUS VEHICLE		4	1:20	1:53	17:42	0.99
TOWED VEHICLE		1		0:00	16:39	0.25
TRAFFIC COMPLAINT		9	1:03	3:20	9:05	2.23
TRAFFIC STOP		48		0:00	6:53	11.91
TRESPASSING		1	0:31	0:06	19:40	0.25
WALK - IN		4	0:43	7:59	42:05	0.99
WALK THROUGH		10		0:00	20:31	2.48
WARRANT ATTEMPT		13	0:44	0:11	17:36	3.23
WATER SEWER PROBLEM		5	6:09	3:14	5:26	1.24

Total Incidents For Date Range **403**

Average Stacked Time **5:10** min : sec

Average Response Time **1:37** min : sec

Average On Scene Time **20:34** min : sec



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: February 06, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045097418

Distribution Month: January 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2024 collections as follows

Deposit Date	02/07/2024
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$46,347.80
Interest Distribution	\$0.00
Amount Deposited	\$46,347.80

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
January 2024	\$42,854.33	\$48,059.76	\$46,347.80	\$5,205.43	\$(1,711.96)
Year-to-Date	\$42,854.33	\$48,059.76	\$46,347.80	\$5,205.43	\$(1,711.96)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: February 06, 2024

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045097024

Distribution Month: January 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2024 collections as follows

Deposit Date	02/07/2024
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$61,800.67
Interest Distribution	\$0.00
Amount Deposited	\$61,800.67

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
January 2024	\$57,144.41	\$64,079.75	\$61,800.67	\$6,935.34	\$(2,279.08)
Year-to-Date	\$57,144.41	\$64,079.75	\$61,800.67	\$6,935.34	\$(2,279.08)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

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MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: February 06, 2024

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045096190

Distribution Month: January 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2024 collections as follows

Deposit Date	02/07/2024
Tax Type Code	201
TaxType Name	ADDITIONAL CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$122,377.14
Interest Distribution	\$0.00
Amount Deposited	\$122,377.14

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
January 2024	\$0.00	\$0.00	\$122,377.14	\$0.00	\$122,377.14
Year-to-Date	\$0.00	\$0.00	\$122,377.14	\$0.00	\$122,377.14

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: February 06, 2024

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045096076

Distribution Month: January 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2024 collections as follows

Deposit Date	02/07/2024
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$123,601.35
Interest Distribution	\$0.00
Amount Deposited	\$123,601.35

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
January 2024	\$114,289.22	\$128,159.40	\$123,601.35	\$13,870.18	\$(4,558.05)
Year-to-Date	\$114,289.22	\$128,159.40	\$123,601.35	\$13,870.18	\$(4,558.05)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

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MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: March 05, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045843132

Distribution Month: February 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the February 2024 collections as follows

Deposit Date	03/07/2024
Tax Type Code	201
TaxType Name	ADDITIONAL CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$119,755.24
Interest Distribution	\$0.00
Amount Deposited	\$119,755.24

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
February 2024	\$0.00	\$0.00	\$119,755.24	\$0.00	\$119,755.24
Year-to-Date	\$0.00	\$0.00	\$242,132.38	\$0.00	\$242,132.38

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: March 05, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045844300

Distribution Month: February 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the February 2024 collections as follows

Deposit Date	03/07/2024
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$45,290.06
Interest Distribution	\$0.00
Amount Deposited	\$45,290.06

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
February 2024	\$45,046.54	\$47,932.91	\$45,290.06	\$2,886.37	\$(2,642.85)
Year-to-Date	\$87,900.87	\$95,992.67	\$91,637.86	\$8,091.80	\$(4,354.81)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rtp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: March 05, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045843054

Distribution Month: February 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the February 2024 collections as follows

Deposit Date	03/07/2024
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$120,773.83
Interest Distribution	\$0.00
Amount Deposited	\$120,773.83

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
February 2024	\$120,254.63	\$127,820.78	\$120,773.83	\$7,566.15	\$(7,046.95)
Year-to-Date	\$234,543.85	\$255,980.18	\$244,375.18	\$21,436.33	\$(11,605.00)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

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MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: March 05, 2024

SALES TAX DISTRIBUTION DEPOSIT NOTICE

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2045843870

Distribution Month: February 2024

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the February 2024 collections as follows

Deposit Date	03/07/2024
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$60,386.78
Interest Distribution	\$0.00
Amount Deposited	\$60,386.78

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2022	2023	2024	2023 Compared to 2022	2024 Compared to 2023
February 2024	\$60,127.54	\$63,910.73	\$60,386.78	\$3,783.19	\$(3,523.95)
Year-to-Date	\$117,271.95	\$127,990.48	\$122,187.45	\$10,718.53	\$(5,803.03)

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

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Staff Summary Report

MEETING DATE: March 12, 2024

AGENDA ITEM: Request for Road Closure

AGENDA TITLE:

ACTION REQUESTED BY: Rob Benowitz

ACTION REQUESTED:

SUMMARY BY:

PROJECT DESCRIPTION / FACTS

Mr. Benowitz has asked that Fourth Street from Hwy 19 to Jackson Street be blocked for the 100 Acre Wood Rally Park Expose'.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:

Staff Summary Report

MEETING DATE: March 12, 2024

AGENDA ITEM: Request for Road Closures

AGENDA TITLE:

ACTION REQUESTED BY: Jonathon Stokes

ACTION REQUESTED:

SUMMARY BY:

PROJECT DESCRIPTION / FACTS

Jonathon has requested road closures for the Salem High School Senior class parade on May 11th at 6:00 P.M. Parade will lineup at SBU and end at the High School.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:

RESOLUTION NO. 8-2024

A RESOLUTION AUTHORIZING THE DONATION OF PROPERTY BY THE CITY OF SALEM FOR DEVELOPMENT OF AFFORDABLE HOUSING FOR THE BENEFIT OF THE COMMUNITY BY THE SALEM HOUSING AUTHORITY.

WHEREAS; rent is the biggest and most important expense each month for most households; and

WHEREAS; approximately 108 million Americans live in a rental home or apartment, and one-fourth of these renters spend more than half of their monthly income on rent payments, and

WHEREAS; when residents of affordable housing can make their rent payments, they are able to spend more on local purchases such as healthier foods, better access to healthcare and spending more at local businesses; and

WHEREAS; evictions spark a cycle of instability for families which harms a community's social and economic wellbeing which is why affordable housing that leads to housing stability works to prevent evictions no matter the economic climate, and

WHEREAS; among other factors like income and education, housing is a component that drastically influences a person's physical and mental well-being, so housing is a social determinant of an individual's and a family's health, and

WHEREAS; individuals in housing that is poorly constructed or maintained may be exposed to lead paint, water contamination, and a slew of other environmental risks that can lead to chronic health issues for children, families and seniors which come at enormous and preventable cost to both the residents and their communities, and

WHEREAS; developing more affordable housing creates more job opportunities by hiring construction companies, and creates the need for additional staffing for maintenance and operations once built, and

WHEREAS; affordable housing provides the chance to decrease childhood poverty and is the foundation for establishing healthy habits and allowing children to focus on their goals and education, and

WHEREAS; the City of Salem, Missouri desires to assist in the development of housing options for community members for all of the reasons stated above.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

The Board of Aldermen agree, that should the Salem Housing Authority secure adequate funding for the construction of 24 affordable housing units, the City of Salem shall donate approximately 4 acres of the property known as the Old Middle School grounds for such purpose.

Section 2.

If the Salem Housing Authority should not secure funding for construction of the above mentioned housing units, the City of Salem shall retain ownership of the acreage known as the Old Middle School grounds.

Section 3.

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 12th DAY OF March 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

Staff Summary Report

MEETING DATE:	03/12/2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 9-2024

ACTION REQUESTED BY:	Stacey Houston / Sally Burbridge
ACTION REQUESTED:	Approval of annual agreement with Wave Internet for use of space on the “bottle rocket” tower
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

The city has had an annual agreement with Wave Internet for use of space on top of the “bottle rocket” water tower for the past few years. Proposed is a renewal of this agreement without changes except for the dates which are retroactive to February 1, 2024, through January 31, 2025. I have reached out to Wave Internet, and they are in agreement with this.

PROCUREMENT

N/A

FISCAL IMPACTS

This agreement will result in \$1,200 to the Rents and Royalties line item in the Water Department.

SUPPORT DOCUMENTS:	Agreement between Wave Internet and the City of Salem
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DEPARTMENT’S RECOMMENDED MOTION:	Move to approve agreement with Wave Internet and the City of Salem
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RESOLUTION NO. 9-2024

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE TOWER LEASE AGREEMENT BETWEEN THE CITY OF SALEM AND WAVE INTERNET TECHNOLOGIES LLC FOR THE INSTALLATION OF WIRELESS BROADBAND ACCESS POINT WITH RELATED EQUIPMENT ON A DESIGNATED PORTION OF THE CITY OF SALEM'S WATER TOWER LOCATED AT TOWER AND CONDRAV STREETS EFFECTIVE THE 1ST DAY OF FEBRUARY 2024, FOR THE PERIOD OF ONE (1) YEAR.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

That the Board of Aldermen of the City of Salem, Missouri give authorization to the Mayor to renew a tower lease agreement, on behalf of the City of Salem, Missouri, with Wave Internet Technologies LLC for the installation of the wireless broadband access point with related equipment on the City of Salem's water tower located at Tower and Condray Street effective the 1st day of February 2024 for a period of one (1) year.

Section 2.

The fee to be paid by Wave Internet Technologies LLC to the City of Salem, Missouri is \$ 100.00 a month with payment to be made in quarterly installments in advance as described in the agreement described in "Attachment A".

Section 3.

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 12th DAY OF March 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT is effective as of the date of the last to sign below by and between **City of Salem**, a Missouri Municipal Corporation (“Lessor”) and **Wave Internet Technologies LLC**, a Missouri limited liability company (“Lessee”).

WHEREAS Lessor is the owner of a water tower (“Tower”) located on property owned by Lessor at a site known as Bottle Rocket Tower at Condray and Tower Street (“Tower Site”); and

WHEREAS Lessee desires to install a wireless broadband access point with related equipment on a designated portion of the Tower and Tower Site; and

WHEREAS Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the right to non-exclusive use of the Tower in connection with the operation of its equipment.

NOW THEREFORE, in consideration of mutual benefits and in reliance on the representations and warranties contained in this Tower Lease Agreement, the parties agree as follows:

1. **LEASED PREMISES AND RIGHTS GRANTED:** Subject to the terms and provisions of this Tower Lease Agreement, Lessor leases to Lessee, and Lessee leases from Lessor the following:

That certain space on the Tower to be used solely for the installation, operation, and maintenance of Lessee’s equipment as intended under FAA and FCC guidelines and designated for installation on the Tower, all of which will be installed and operated at Lessee’s sole cost and expense. The space on the Tower shall be referred to as the “Leased Premises;”

a. The right to go upon or cause its employees and agents to go upon the Leased Premises for the purpose of operating, repairing, maintaining, replacing, improving (within original scope) the Improvements.

b. Lessee takes the leased premises “as is” and subject to all conditions existing at the time of the execution of this Tower Lease Agreement. Lessor makes no representations about the suitability of the leased premises for the installation or operation of the improvements or for any particular purpose of Lessee.

2. **TITLE AND QUIET POSSESSION:** Lessor represents (a) that it is the Lessor of the Tower Site; (b) that it has the right to enter into this Tower Lease Agreement; (c) that the person signing this Lease has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises as described herein and to the quiet possession of the Leased Premises throughout the term so long as Lessee is not in default beyond the expiration of any cure period.

3. **TERM:** The term of this Tower Lease Agreement shall commence on February 1, 2024, and shall continue for a period of one year unless earlier terminated in accordance with provisions of this Tower Lease Agreement or renewed.

4. **INSTALLATION AND MAINTENANCE OF IMPROVEMENTS:**

a. **Construction and Installation.** Subject to the provisions of this Tower Lease Agreement relating to access to the Lease Premises, Lessee shall have the right to install its Improvements. All installations shall be consistent with good engineering practices, in compliance with all requirements of the FCC, FAA and all other governmental agencies, whether federal, state or local and whether legislative, judicial or executive (collectively "Governmental Authorities), with authority over such operations. Installation of Lessee's Improvements shall be coordinated with Lessor so that all efforts are exerted to avoid Interference and/or interruption of transmission by Lessor and/or Lessor's other tenants. The manner of use and the equipment and devices to be used for any installation, relocation and removal of Lessee's Improvements shall not Interfere with or impair the quiet and uninterrupted use and occupancy of the Leased Premises, Tower, or Tower Site by Lessor or Other Tenants. Lessor reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the manner of use and the materials and labor to be used for any installation, replacement, relocation or removal.

b. **Prior Approval of Lessor.** All construction and/or installation done by or on behalf of Lessee and all maintenance, repair, removal or relocation, except routine and/or emergency repair and maintenance, of any of Lessee's Improvements on the Tower Site shall require the prior written notification from the Lessee and prior written approval of Lessor and shall be in compliance with any specifications or requirements of Lessor.

c. Maintenance. Lessee shall provide all necessary maintenance and repair to Lessee's Improvements located on the Leased Premises. Maintenance shall be conducted by Lessee in accordance with generally accepted engineering standards for similar facilities to assure that at all times Lessee's Improvements are in conformance with the requirements of the FCC, FAA and all other Governmental Authorities having jurisdiction over Lessee, Lessor, the Leased Premises and all operations on the Leased Premises.

5. **TESTING:** Lessee is acquiring equipment already in place and tested. With respect to any new equipment hereafter installed (i) Lessee shall test the new equipment and document Lessee's Improvements to ensure that the actual operation thereof will not cause Interference with Lessor's and or Other Tenant's use and operation of the Tower, and shall provide Lessor with the test results and certification of lack of Interference with Lessor's and other Tenant's use and operation of the Tower, and (ii) Lessee must submit the new equipment test results and verification indicating that there is no Interference from Lessee's operation, and (iii) Lessee grants permission to Lessor to share the Initial Test and Verification with all Other Tenants.

6. **RENT, FIRST OPTION TO RE-LEASE:**

a. Lessee shall pay as rent the sum of ONE HUNDRED and 00/100 Dollars (\$100.00) per month for the lease term due and payable in advance in quarterly installments of \$300.00 beginning February 1, 2024.

b. Lessee shall be given the first opportunity to re-lease at the end of the lease term. All lease terms are renegotiable at that time.

7. **LIMITATION OF USE; NUISANCES:**

a. The Leased Premises are to be used by Lessee only for those uses specified in Section 1. No other use of the Leased Premises may be made by Lessee without the prior written consent of Lessor.

b. The operations of Lessee's Improvements shall be conducted at all times in accordance with the standards imposed by the FCC, FAA and all other governmental agencies, whether federal, state, or local and whether legislative, judicial or executive (collectively, "Governmental Authorities"), with authority over such operations. Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any

unlawful purpose, nor for any purpose or in any manner which is in violation of any federal, state, or local laws, regulations, rules, directives or orders.

c. Lessee shall not maintain any unsafe condition nor commit an unsafe action on the Leased Premises and shall install and maintain its equipment and facilities in such manner as to avoid any such unsafe condition. If Lessee, within twenty-four (24) hours of receipt of notice from Lessor, shall fail to remedy any such unsafe condition, Lessor may take all necessary steps to remedy the same and Lessee shall, when invoiced, reimburse Lessor for all costs and expenses.

8. **PERMITS:** Lessee shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Tower Lease Agreement, and for making of repairs, alterations, improvements, or additions with respect to equipment and facilities of Lessee, including installation and operation, and shall meet the requirements of applicable laws, rules, regulations, directives, and orders of the FCC, FFA and all other Governmental Authorities. Lessor may request and receive copies of any and all authorizations, permits, or regulatory approvals granted.

9. **UTILITIES:** Lessee agrees to install, at its own expense, all utilities, systems, and outlets as required by it. The cost of Lessee's electric is included in the lease paragraph reprised herein. All such installations must be in compliance with governmental codes. Utilities required by Lessee shall be at Lessee's expense, and may include emergency power installed by Lessee. Such installations must not damage or disrupt Lessor's operations, or the operations of Other Tenants at the site. Lessor reserves the right to interrupt utility service to Lessee at any time without notice when in an emergency it is necessary to do so in Lessor's sole discretion. Lessor shall not in any way be liable or responsible to Lessee for any loss, damage, liability, or expense which Lessee must sustain or incur as a result of such utility interruptions.

10. **TAXES:** Lessee shall pay taxes, assessments, or levies directly assessed or imposed against the Improvements and all equipment and facilities or other property owned by Lessee located on the Tower Site and shall pay taxes attributable to the value of this leasehold interest.

11. **LESSOR'S ACCESS AND INSPECTION RIGHTS:** Lessor and Lessor's employees, representatives, and agents shall have the right to inspect and have

access to Lessee's Improvements located on the Tower Site at any time and for all such purposes as may be deemed necessary in Lessor's sole discretion. To the extent practical, Lessor shall provide Lessee with twenty-four (24) hours advance notice. In the event of an emergency as determined by Lessor, Lessor, its employees and agents may enter for any purpose whatsoever, without notice.

12. **INSURANCE**: Lessee will carry during the term of this Tower Lease Agreement, at its own cost and expense, the following insurance:

"All Risk" Property Insurance for its property's replacement cost;

a. Commercial General Liability Insurance, including Premises, Operations, Products and Completed Operations, and Contractual Liability coverages, with a minimum limit of liability of \$1,000,000.00 for bodily injury or death/property damage arising out of any one occurrence, will provide certificate of insurance.

b. Workers' Compensation and Employers' Liability Insurance as required by law.

c. Lessee will name the Lessor as an additional insured under its Commercial General Liability Insurance policy. Lessee will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

d. Lessee shall provide Lessor with certificates of insurance for the insurance policies required herein before the execution of this Tower Lease Agreement by Lessor.

e. All insurance must be issued by a reputable insurance company authorized to transact business in the State of Missouri.

f. In the event Lessee employs contractors to install, maintain, or repair equipment on the leased premises, Lessee shall require such contractors to procure and maintain general commercial liability, business automobile liability, workers compensation, and employers liability insurance with the same minimum limits and under the terms and conditions as set forth above in this paragraph.

13. **OWNERSHIP OF LESSEE'S PROPERTY**: The Improvements constructed and installed by Lessee shall be and remain the sole property of Lessee. Lessee shall be fully responsible for the replacement, maintenance, modification, rearrangement, and removal of the Improvements installed in or upon the Leased

Premises, and Lessor shall have no responsibility for the Improvements. Lessee shall keep all of its Improvements and other property in safe condition at all times and in compliance with all applicable laws, rules, regulations, orders, and directives of all Governmental Authorities.

14. **INTERFERENCE:**

a. Lessee agrees to operate and maintain Lessee's facilities and equipment in such a manner as will not result in Interference at any time with the operations of Lessor or Other Tenants. At the time of execution of this lease, Lessee is the only tenant of Lessor on the tower. It is understood that Lessor is not precluded from leasing space to additional Lessees on the tower. Lessor will require any additional Lessees to adjust their operations so that they do not interfere with the operations of Lessee. If it is impossible for new additional Lessees to make said adjustments, the Lessee agrees to make reasonable and economically feasible adjustments to accommodate additional Lessees.

b. The term "Interference" shall mean (1) a condition which constitutes interference within the meaning of the Regulations of the FCC, (2) a measurable, significant impairment, in accordance with normal engineering standards, of the quality of signals from the Tower, (3) a condition caused directly or indirectly by Lessee resulting in the inability of any FCC licensed or unlicensed entity operating at the Tower Site to conform within its FCC parameters, or (4) a condition degrading, or interfering with Lessor's communications system(s), all as determined by Lessor.

c. Following completion of the initial test described in Section 5 and during the term and all renewal periods, if any Interference is caused by Lessee's signal or its equipment or facilities or by the manner of operation thereof, the Lessee shall cooperate fully with the affected party (Lessor and/or Other Tenant) and eliminate such Interference. Upon notice to Lessee from Lessor and/or Other Tenant of any such Interference, (1) the affected parties shall promptly investigate the problem; (2) the affected parties shall take all steps necessary to identify the nature of the problem; and (3) the Lessee shall resolve the problem. If such Interference is not minimized to limits acceptable to the affected party and or parties within forty-eight (48) hours after receipt by Lessee of notice of Interference, Lessee shall (1) reduce transmitter power to such level as is necessary to eliminate the Interference pending completion and testing of supplemental measures to remove the Interference at the authorized power, or (2)

terminate operation until the Interference is resolved to the satisfaction of Lessor and/or Other Tenant. Lessee shall reimburse Lessor and/or Other Tenant for any costs and expenses incurred by Lessor and/or Other Tenant in connection with efforts to attenuate any Interference caused by Lessee's signal or Lessee's antennae, equipment, or facilities or by the manner of operation. In the event a correction of the Interference is not possible within 30 days, then all Interfering facilities of Lessee shall be removed at Lessee's sole expense, this Tower Lease Agreement shall be modified or terminated immediately on written notice at the option of Lessor, and any payments for unused portions of the term of the Tower Lease Agreement refunded to Lessee on a per diem basis of $1/360^{\text{th}}$ of the annual fee. In the event of emergency, as determined by Lessor, Lessor may, in its sole discretion, take all actions necessary to rectify any Interference problems caused in whole or in part by Lessee's facilities and equipment, and the total costs of any such measures, including engineering fees, labor and materials, shall be due from Lessee within thirty (30) days of the date of invoice.

15. **DAMAGE TO PREMISES:** In the event the Tower is destroyed or substantially damaged by fire, ice, snow, lighting, wind, explosion, aircraft or other vehicular damage, collapse, or other casualty, Lessor may, within ninety (90) days from the date of the damage or destruction, terminate this Tower Lease Agreement by written notice to Lessee. If Lessor does not terminate this Tower Lease Agreement within that time period, Lessor may reconstruct or repair the Tower as soon as reasonably possible. Lessee shall be entitled to a pro rata refund of any prepaid fee and/or to an abatement of fee for such time as Lessee is unable to conduct its normal activities as a result of such total or partial destruction or damage or need of repair. Such pro rata refund and/or abatement shall be Lessee's sole remedy. Lessee agrees that Lessor shall have no liability for any claims or losses due to business interruption or any other circumstances. If Lessor does not reconstruct or repair the Tower or if such reconstruction or repair is not accomplished so that Lessee can resume the normal broadcasting operations of Lessee's station and/or other activities within one (1) year from the date its broadcasting operations and/or other operations are interrupted, Lessee may terminate this Tower Lease Agreement upon thirty (30) days prior written notice to Lessor. Lessee shall be solely responsible for repairing, restoring, or replacing its own equipment and facilities.

16. **SALES, LEASES, ASSIGNMENTS AND SUBLETTING:**

a. **Lessor's Right to Sell or Lease.**

1. Nothing in this Tower Lease Agreement shall be construed as in any way limiting Lessor's right to use the Leased Premises or to lease, transfer its interest in, sell, or grant rights for the use of the Leased Premises to any other party, so long as such use, lease, transfer, sale or grant is subject to Lessee's rights under this Tower Lease Agreement.

2. In the event Lessor sells or transfers its interests in the Leased Premises, and if the purchaser expressly assumes all of the covenants, agreements, liabilities and obligations of Lessor, then Lessor shall be automatically discharged and released, from and after the date of such sale, of all obligations on the part of Lessor contained in this Tower Lease Agreement.

3. **Assignment or Sublet by Lessee.** Lessee shall not assign this Tower Lease Agreement in whole or in part at any time without the prior written permission of Lessor; provided, however, that Lessee may assign this lease without permission to any affiliate, subsidiary, successor legal entity, or any entity acquiring all of the assets of Lessee or its subsidiaries or affiliates. Lessee shall not enter into any arrangement or agreement with a third party for subletting, or in any way using any of the Leased Premises or equipment or facilities.

17. **DEFAULT:**

a. **Lessee's Default.** The occurrence of any of the following events shall constitute a "Default by Lessee:"

1. The failure by Lessee to pay an installment or fee or other sum or expense required to be paid by Lessee within ten (10) days after written notice from Lessor, or to perform any other of its material obligations under this Tower Lease Agreement within thirty (30) days after written notice from Lessor;

2. The levying on or against the property of Lessee on the Leased Premises of a writ of execution or attachment which is not released or discharged within thirty (30) days;

3. The doing or permitting to be done by Lessee of any act which creates a mechanic's lien or claim against all or any portion of the Leased Premises which is not

released or otherwise provided for by indemnification satisfactory to Lessor within thirty (30) days;

4. The filing by Lessee of a voluntary petition in bankruptcy or voluntary petition or answer seeking reorganization, arrangement, readjustment of its debts, or any other relief under the Federal Bankruptcy Act or under any other insolvency act or law; the making by Lessee of a general assignment for the benefit of creditors; or the admission in writing by Lessee of its inability to pay its debts as they mature; or

5. The filing of an involuntary petition against Lessee in bankruptcy or seeking Lessee reorganization, arrangement, readjustment of its debts or for any other relief under the Federal Bankruptcy Act or any other insolvency act or law, or the involuntary appointment of a receiver or trustee of Lessee, and the continuance of any such events for a period of ninety (90) days not dismissed, bonded, or stayed.

6. The existence of an operational condition on the Leased Premises jeopardizing the public health, safety, or welfare that Lessee fails to correct within twenty-four (24) hours after written notice from Lessor;

b. Lessor's Rights upon Default. Upon the occurrence of any Default by Lessee, Lessor, in addition to any other rights or remedies it might have at law, in equity, or elsewhere in this Tower Lease Agreement, may terminate this Tower Lease Agreement by giving written notice to Lessee. Termination shall be effective when it is given, unless otherwise specified in the notice. On termination due to a Default by Lessee, Lessor may lease or relet the Leased Premises space used by Lessee or any part thereof to any other interested party that may be satisfactory to Lessor and for such terms and for such fee as Lessor may deem advisable to reduce any damages incurred by Lessor as a result of a Default by Lessee.

c. Lessor's Default. The failure by Lessor to perform any of its material obligations under this Tower Lease Agreement within thirty (30) days after written notice from Lessee shall be a "Default by Lessor."

d. Lessee's Rights on Default. Upon the occurrence of any Default by Lessor, Lessee, in addition to any other rights or remedies it might have at law, in equity, or elsewhere in this Tower Lease Agreement, may terminate this Tower Lease Agreement by giving written notice to Lessor.

e. Notice of Default. All notices of a default required by this Section 18 shall state the basis for claiming such default.

f. Rights Accrued Prior to Termination. Neither the termination (whether by default or otherwise) nor the expiration of this Tower Lease Agreement shall affect any rights of the parties that accrued prior to such termination or expiration.

18. **OPTIONAL TERMINATION:** This Tower Lease Agreement may be terminated (a) by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the antenna facilities or Lessee's business; or (b) by Lessor if it determines, in its sole discretion, that the Tower is structurally unsound, including but not limited to consideration of age of the structure, damage, or destruction of all or part of the Tower from any source, or factors relating to the condition of the Tower and substantiated by a structural analysis, the results of which are provided to Lessee prior to termination.

19. **LESSEE'S DUTIES ON TERMINATION:**

a. Surrender of Premises. Upon the expiration or termination of this Tower Lease Agreement, Lessee's rights with respect to possession and use of the Leased Premises shall terminate.

b. Removal of Equipment. Within thirty (30) days after the expiration or termination of this Lease, Lessee shall (1) submit plans and a schedule for removal of the Improvements and restoration to Lessor and, (2) obtain Lessor's approval of such plans and schedule, which shall not be unreasonably withheld. On receiving such approval, Lessee shall remove the Improvements and restore the Leased Premises in accordance with such plans and schedule. If Lessee fails to do any of the foregoing, then Lessor may take all actions necessary to remove the Improvements, and all costs of those actions shall be due and payable by Lessee upon invoice being issued by Lessor.

20. **COMPLIANCE WITH LAW:** Lessee shall operate and maintain the Leased Premises and all the Improvements on the Leased Premises in compliance with all Laws and all applicable requirements of all Governmental Authorities. Further, should Lessee be cited by either the FCC or the FAA because the Leased Premises are not in compliance, and if Lessee does not cure the conditions of non-compliance within the time frame allowed by the citing agency, Lessor may terminate this Tower Lease Agreement immediately upon notice to Lessee.

21. **INDEMNITY:** Lessee shall indemnify, defend, and hold harmless Lessor, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Tower Lease Agreement caused by the negligent or wrongful acts or omissions of Lessee, its agents, employees, and contractors. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Lessee under workers' compensation acts, disability benefit acts, or other employee benefit acts.

22. **REMEDIES:**

a. **Waiver.** The failure of Lessor or Lessee to insist on strict performance of any of the terms and conditions of this Tower Lease Agreement shall not be deemed a waiver of the rights or remedies that Lessor or Lessee may have regarding that specific instance nor shall it be deemed a waiver of any subsequent breach or default of the same of any other term or condition hereof.

b. **Cumulative Nature.** All rights and remedies of Lessor and Lessee herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed at law or equity, and rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises.

23. **NOTICES:** Whenever any notices are required or permitted to be given pursuant to this Tower Lease Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail, addressed as follows:

If to Lessor: City of Salem
City Administrator
400 North Iron Street
Salem, MO 65560

If to Lessee: Wave Internet Technologies LLC
1201 Forum Drive
Rolla, MO 65401

Either party may change the above information during the term of this Tower Lease Agreement by written notice to the other party. Any notices may also be personally delivered or sent by overnight courier providing proof of service. Notices may also be

sent by facsimile or e-mail if they are confirmed in writing as set forth above within three days. Facsimile or e-mail notices that have been confirmed shall be effective on the date the e-mail or facsimile notice is received.

24. **SUCCESSORS:** This Tower Lease Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns subject to any provisions of this Tower Lease Agreement to the contrary.

25. **ENTIRE AGREEMENT:** This Tower Lease Agreement contains the entire agreement between the parties and cannot be changed except by a written instrument subsequently executed by the parties hereto.

26. **GOVERNING LAW:** This Tower Lease Agreement shall be construed in accordance with and governed by the Laws of the State of Missouri. Any legal actions pertaining to or arising out of this Tower Lease Agreement shall be filed and maintained in the Circuit Court of Dent County, Missouri.

27. **CONFLICT OF INTEREST:** Lessee represents and warrants that no officer, employee, or affiliate of Lessee has been or will be employed, retained, paid a fee, or otherwise had received or will receive any personal compensation or consideration by or from Lessor or any of Lessor's officers, employees or affiliates in connection with obtaining, arranging, or negotiating this Tower Lease Agreement.

28. **LIMITATION OF LIABILITY:** In no event shall Lessor be liable to Lessee for any special, indirect, incidental, or consequential damages of any kind, whether arising in tort, contract, or otherwise, including (without limitation) lost profits or loss of use.

29. **FORCE MAJEURE:** Neither party shall be responsible for its failure to perform any obligation due to any cause beyond its reasonable control ("Force Majeure"). In the event of a Force Majeure, the affected party shall notify the other party. The affected party shall take all reasonable steps to eliminate the cause of the Force Majeure; however, neither party shall be required to agree to an unfavorable settlement of a labor dispute.

a. Nothing contained herein shall be construed to be a waiver of Lessor's sovereign immunity.

IN WITNESS WHEREOF, the parties have signed this Tower Lease Agreement as follows:

LESSOR signs on _____, 2024
CITY OF SALEM, MISSOURI

By: _____
Greg Parker, Mayor

LESSEE signs on _____, 2024
WAVE INTERNET TECHNOLOGIES, LLC

By: _____
Zachary D. Robinson, Member

Staff Summary Report

MEETING DATE:	March 12, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 10-2024

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of Change Order for Al Brown Fields Electrical Work
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The City's Al Brown ballfields have been unusable for some time due to the discovery of deteriorated wooden light poles which created an unsafe environment for some of our community's youth sports programs. Previously, under the ESP program new poles and field lights were installed but no electrical lines were run. ESP did present a proposal to run the electrical lines with a quoted price of \$86,000. Staff discussed the options and approached ESP about taking over this portion of the project and overseeing it in-house.

PROCUREMENT

Request for sealed bids was originally advertised in The Salem News on Nov 8 and 15, 2022 for both Labor Only and Labor and Materials. One company responded, BCS Electrical LLC and was awarded a bid and contract for Labor Only in the amount of \$41,760.88 and separately the City purchased materials for a total of \$13,147.58.

FISCAL IMPACTS

This item will be paid for from previous ESP funding that is in place and was included in the original financing package.

SUPPORT DOCUMENTS:	Change Order #1 Al Brown Fields Electrical Work
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of Change Order #1 to allow the contractor to purchase the final additional material needed to complete the job with the changes in wiring layout for the Al Brown Field's Electrical Work.

RESOLUTION NO. 10-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI (THE “OWNER”) AND BCS ELECTRIC, LLC (THE “CONTRACTOR”).

WHEREAS, the original contract was approved by Resolution No. 45-2022 on November 22, 2022.

WHEREAS, the change in layout has created a need for additional materials and other materials necessary for proper connection of the lighting to the main power source.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The Owner shall pay to the Contractor for the performance of work including additional materials and supplies as necessary for the completion of the work at Al Brown Fields and the Contractor will accept as full compensation thereof, an additional sum, not to exceed \$10,000.00 (ten thousand dollars and no cents) for all work covered by and included in this change order and modified scope of work.

Section 2.

The Contractor shall begin work within seven (7) days after receipt from the Owner of executed copies of the Contract.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 12th DAY OF MARCH 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

CHANGE ORDER #1
AL BROWN FIELDS ELECTRICAL WORK
FOR
CITY OF SALEM, MISSOURI

THIS AGREEMENT, made and entered into this 12TH day of March, 2024, by and between the City of Salem Missouri, hereinafter called the Owner, and BCS Electric, LLC, hereinafter called the "Contractor".

WITNESSETH:

THAT WHEREAS, the OWNER and CONTRACTOR have agreed to a change in the layout for installation of the underground wiring for the field lights at Al Brown Fields; and

WHEREAS, the change in layout has created a need for additional materials as the wiring will be going around the outfield and not through the field itself in order to eliminate future maintenance issues with the field surface as well as eliminating the loss of field use should repair or maintenance work be necessary on the underground wiring; and

WHEREAS, the change in layout calls for additional wiring and other materials necessary for proper connection of the lighting to the main power source, and

WHEREAS, the CONTRACTOR has agreed to provide these additional materials in an effort to expedite the project and bring it to completion.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the OWNER for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That in addition to the items described in the original contract, the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) provide and perform all necessary labor; (c) provide additional materials and supplies to complete the work as modified, in a good, substantial, and workmanlike manner to route the wiring outside of the sports fields.

ARTICLE II. That the OWNER shall pay to the Contractor for the performance of the work including additional materials and supplies as necessary for the completion of the work at: Al Brown Fields Electrical Work, and the Contractor will accept as full compensation thereof, an additional sum, not to exceed ten thousand dollars and no cents for all work covered by and included in this change order and modified scope of work designated in the foregoing Article I.

ARTICLE III. That the Contractor shall begin work within seven (7) days after receipt from the OWNER of executed copies of the CONTRACT.

Liquidated damages will be waived for any one period of time covered by a time extension granted by the OWNER.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the

individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the OWNER.

ARTICLE IV. This Agreement will not be binding and effective until signed by the OWNER.

IN WITNESS WHEREOF, the parties to these presents have executed this CHANGE ORDER in the year and day first above mentioned.

SIGNATURE:

ATTEST:

City of Salem

By _____
Mayor

City Clerk

(SEAL)

SIGNATURE OF CONTRACTOR:

Contractor, Party of the Second Part

By _____
(Name and Title)

Staff Summary Report

MEETING DATE: 03/12/2024

AGENDA ITEM:

AGENDA TITLE: STREET LIGHTS

ACTION REQUESTED BY: JOSH KOTSCHEDOFF

ACTION REQUESTED: APPROVAL OF PURCHASE FOR STREET LIGHTS

SUMMARY BY: JOSH KOTSCHEDOFF

PROJECT DESCRIPTION / FACTS

LED DUST & DAWN SECURITY LIGHTS

PROCUREMENT

RECEIVED 3 BIDS:

FLETCHER REINHARDT \$6,937.50 (10 year warranty)
HARRY COOPER SUPPLY \$9,037.50 (10-year warranty)
BUTLER SUPPLY \$5,725.00 (5-year warranty)

FISCAL IMPACTS

We have \$15,000 budgeted in lighting maintenance to purchase lights, 501-501-46200

SUPPORT DOCUMENTS: Bids from all 3 vendors

DEPARTMENT'S RECOMMENDED MOTION: Move to approve bid from Fletcher Reinhardt.

**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

FLETCHER-REINHARDT CO.
3105 CORPORATE EXCHANGE CT
BRIDGETON, MO 63044-3722
314-506-0700
Fax 314-506-0705

QUOTE TO:
SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

SHIP TO:
SALEM, CITY OF
WAREHOUSE - ELECTRICAL
1201 S. WINES STREET
SALEM, MO 65560

**Quotation**

QUOTE DATE	QUOTE NUMBER
01/26/2024	S1316413
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	
PAGE NO.	
1 of 1	

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER		SALESPERSON		
4368	EOI LED LIGHTS			Josh McGill		
WRITER		SHIP VIA		TERMS	EXPIRE DATE	FREIGHT ALLOWED
Jay Turner		DIRECT		Net 30 Days	02/25/2024	Yes
ORDER QTY	DESCRIPTION				UNIT PRICE	COMMENTS
50ea	STL-CUDT540A10V-3R-N-5L LED SECURITY LIGHT-SENTINEL SERIES, 48W, 24 LED, 70% LUMENS OUTPUT 120-277V, Type V, 4000K, 10KV/5KA SPD, RAW ALUMINUM, 3 PRONG RECEPTACLE, WITHOUT DROP REFRACTOR, 5' 14AWG PRE-WIRE *DS* EXCELLENCE OPTO, INC <					

TERMS: NET 30 DAYS with payment via Check or ACH.
F.O.B. Point of Shipment, Freight Allowed unless otherwise stated.
This Quotation, including prices & lead-time, is subject to change in
the event of delays and adverse impacts that may be caused by forces
beyond Fletcher-Reinhardt Company's (FR) control. FR's Standard
Terms and Conditions of Sale dated January 1, 2000 apply to any
purchase from FR.
We appreciate your business.

Subtotal	6937.50
S&H Charges	0.00
Tax	0.00
Amount Due	6937.50

Catalog #	
Project name	
Prepared by	

EOI LED Security Light Sentinel Series

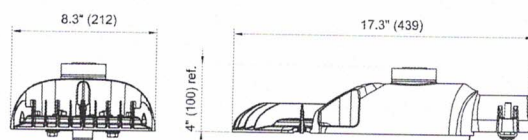
PRODUCT OVERVIEW



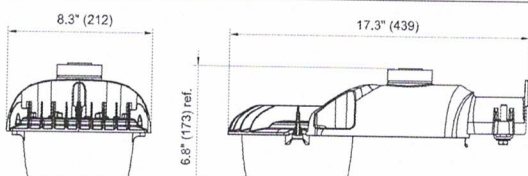
APPLICATIONS

Area Lighting
Security Lighting
Roadway Lighting

DIMENSIONS



Unit: inch (mm)
Weight: 6.4 lbs (2.9 kg)
Effective Projected Area (EPA): 0.48 sq. ft. (0.045 sq. m.)



Unit: inch (mm)
Weight: 6.6 lbs (3 kg)
Effective Projected Area (EPA): 0.56 sq. ft. (0.052 sq. m.)

PRODUCT CERTIFICATIONS



PRODUCT SPECIFICATIONS

OPTICAL

Ideal LED replacement up to 200W HPS
Precision optical lens design
Photometric distributions available in Type III and V
Standard 4000K CCT/ 70 CRI minimum, 2700K, 3000K CCT/ 70 CRI minimum available
IP66 rated LED light engine

ELECTRICAL

120-277VAC 50/60 Hz operation
Standard 1-10V dimming; DALI dimming options available
10kV/ 5kA surge protection meets IEEE/ ANSI C62.41, ANSI C136.2-2015
20kV/ 10kA surge protection option available

CONSTRUCTION

Heavy-duty die-casting aluminum housing and door
Arm mount is adjustable from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.)
Slipfitter with 0, +2.5, +5 degree of adjustment for leveling
Stainless two-bolt/ on bracket slipfitter
Tool-less entry for easy installation and maintenance

CONTROL

NEMA 3-pin photocontrol receptacle
Advance 7-pin photocontrol receptacle available to meet ANSI C136.41

WARRANTY

Ten-year warranty*1
*1 See your sales representative for warranty terms and conditions

RATING AND CERTIFICATIONS

UL and cUL Wet Location Listed
DesignLights Consortium® (DLC) Qualified Product
Rated for -40°C to +45°C ambient (-40°F to +113°F ambient)
Meets FCC Part 15, Subpart B, Class A Standards
3G Vibration Rated
RoHS Compliant

Catalog #	
Project name	
Prepared by	

EOI LED Security Light Sentinel Series

PERFORMANCE TABLE

Light Distribution	Color Temp. 2700K					Color Temp. 3000K					Color Temp. 4000K				
	Lumen Pack	Flux (lm)	Power (W)	LPW	BUG Rating	Lumen Pack	Flux (lm)	Power (W)	LPW	BUG Rating	Lumen Pack	Flux (lm)	Power (W)	LPW	BUG Rating
Type III	A	4055	29	140	B1-U0-G1	A	4182	29	144	B1-U0-G1	A	4388	29	151	B1-U0-G1
	B	5497	40	138	B1-U0-G1	B	5667	40	142	B1-U0-G1	B	5949	40	149	B1-U0-G1
	C	6453	48	134	B2-U0-G2	C	6654	48	139	B2-U0-G2	C	6983	48	145	B2-U0-G2
	D	7582	58	131	B2-U0-G2	D	7818	58	135	B2-U0-G2	D	8206	58	141	B2-U0-G2
	E	8803	68	128	B2-U0-G2	E	9075	68	133	B2-U0-G2	E	9527	68	140	B2-U0-G2
Type V	A	4194	29	145	B3-U0-G1	A	4325	29	149	B3-U0-G1	A	4539	29	157	B3-U0-G1
	B	5686	40	142	B3-U0-G1	B	5861	40	147	B3-U0-G1	B	6154	40	154	B3-U0-G1
	C	6674	48	139	B3-U0-G1	C	6882	48	143	B3-U0-G2	C	7223	48	150	B3-U0-G2
	D	7850	58	135	B3-U0-G2	D	8093	58	140	B3-U0-G2	D	8496	58	146	B3-U0-G2
	E	9113	68	133	B3-U0-G2	E	9395	68	138	B3-U0-G2	E	9862	68	145	B4-U0-G2

Information shown above is based on nominal system data. Initial delivered lumens at 25°C(77°F). Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

LUMEN MAINTENANCE

Lumen Package	TM-21 Lumen Maintenance (50,000 hours)	TM-21 Lumen Maintenance (100,000 hours)	Theoretical L70 (Hours)
A, B, C, D	92.17%	84.81%	>100,000
E	91.2%	82.91%	>100,000

Projected lumen maintenance per IES TM-21 at 25°C ambient and based on LM-80.

ORDERING INFORMATION

STL-

Series	Lumen Package	Driver	Optics	Color Temperature
STL – Sentinel	* A – 45% Lumens Output B – 60% Lumens Output C – 70% Lumens Output D – 85% Lumens Output E – Full Lumens Output	UD – 120-277V, 1-10V DD – 120-277V, DALI	T3 – Type III T5 – Type V	27 – 2700K 30 – 3000K 40 – 4000K

Paint	Surge Protection	Controls	Refractor	Accessories
A – Raw Aluminum G – Gray	10V – 10kV/5kA 20V – 20kV/10kA	3R – 3-pin PCR 7R – 7-pin PCR P3 – Longlife Photocontrol and 3-pin PCR P7 – Longlife Photocontrol and 7-pin PCR *3RD – 3-pin PCR and 8 Level Dimming *7RD – 7-pin PCR and 8 Level Dimming *P3D – Longlife Photocontrol, 3-pin PCR and 8 Level Dimming *P7D – Longlife Photocontrol, 7-pin PCR and 8 Level Dimming	N – No Drop Refractor REF – Drop Refractor (Shipped separately)	Blank 24A – 24" 1-1/4" Aluminum Arm 18A – 18" 1-1/4" Aluminum Arm 5L – 5' 14AWG Pre-wire 24AL – 24" Arm, 5' Wires 5L12 – 5' 12AWG Pre-wire

* A, 3RD, 7RD, P3D, P7D models are excluded on the DLC list.



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CPL CRTK2-C015-D-U-T5R-A-10X

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CPL CRTK2-C015-D-U-T5R-A-10X DUSK TO DAWN HEAD ONLY 1LED MODULE 120-277V 30W 4481 LUMENS 70CRI 4000K 10KV SURGE 10 YEAR WARRANTY

Part Description:

CPL CRTK2-C015-D-U-T5R-A-10X DUSK TO DAWN HEAD ONLY 1LED MODULE 120-277V 30W 4481 LUMENS 70CRI 4000K 10KV SURGE 10 YEAR WARRANTY

Status: Stock

Notice: Please be aware that not all products can be sold or shipped online and some may require a certified installer. Examples include HAZMAT items and tankless water heaters.

Your Price: \$180.75 / ea

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Quantity ea

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Items in cart: 0 Sub Total: \$0
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Harry Cooper Supply
605 N Sherman Parkway
Springfield, MO 65802-3656
1-800-426-6737 Toll-Free
1-417-865-8392 Local
Monday-Friday 7AM - 4pm

Springfield Showroom
9AM-4PM

Joplin Supply Company
302 Michigan
Joplin, MO 64801-2017
1-800-426-9411 Toll-Free
1-417-624-2422 Local
Monday-Friday 7AM - 4pm

Joplin Showroom
8AM-4PM

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site by Second

DESCRIPTION

The Caretaker LED dusk-to-dawn area and site luminaire combines high performance, low maintenance and easy installation in a simple, extremely economical package. Designed for years of worry-free operation, the Caretaker luminaire is the perfect area lighting solution for both full-cutoff needs or landmark applications where a highly visible light source is desired.

SPECIFICATION FEATURES

Construction

Cast-aluminum housing and door. Access is via a single captive screw; tool-less access option available. Hinged removable power tray door for easy maintenance.

Optical

Injection-molded optics available in two full-cutoff distributions with wide, uniform light delivery. Fully compatible with standard NEMA refractor/reflector assemblies. 4000K CCT, minimum 70 CRI standard.

Electrical

LED driver mounted to removable die-cast aluminum door. Standard driver is non-dimming, 120V only, optional dimming driver is 120-277V. Both drivers have 6kV onboard surge protection. 10kV/10kA surge protection options (meeting IEEE C62.41.2-2002 Location category C, High Exposure) are available. Luminaire is designed for efficient thermal management; heat is transferred away from the LEDs for optimal efficiency, light output, and life. Three-position tunnel-type compression terminal block. Lumen maintenance of 86% at 36,000 hours for 8-LED version. LED module is IP66 enclosure rated.

Mounting

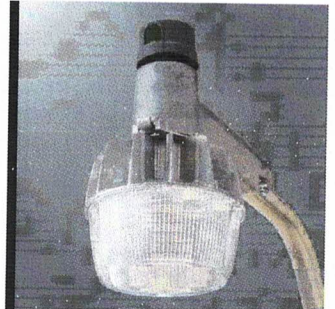
Two-bolt slipfitter for mounting on 1-1/4" to 2" standard pipe (1-5/8" to 2-3/8" O.D.). Also available with a bracket for mounting to wood poles or walls without a pipe.

Finish

Unfinished raw aluminum standard. Optional five-stage super TGIC polyester powder coat paint, 2.5-mil nominal thickness for superior protection against fade and wear. Consult your lighting representative at Cooper Lighting Solutions for a complete selection of standard colors.

Warranty

Five-year warranty.

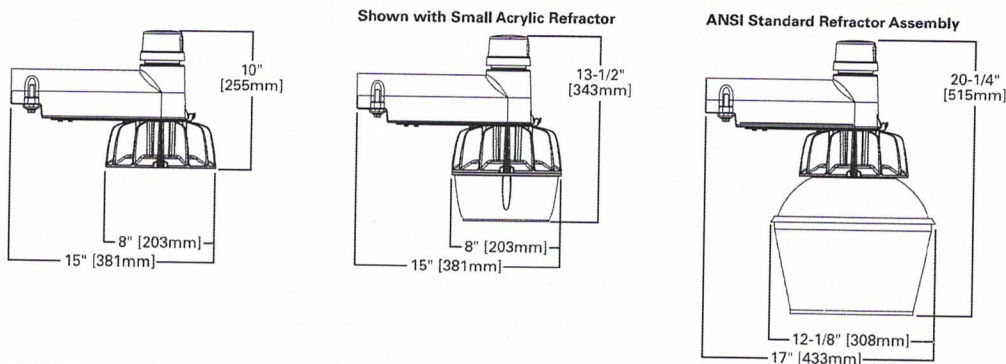


CRTK-A CARETAKER LED

8 or 12 LEDs
Solid State LED

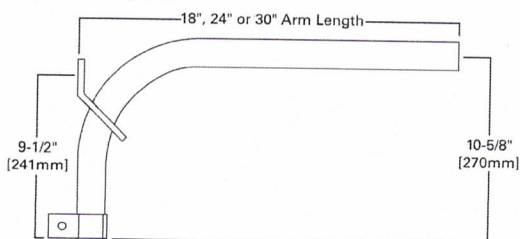
DUSK-TO-DAWN
AREA/SITE LUMINAIRE

DIMENSIONS



OPTIONAL WOOD POLE PIPE ARM

18", 24" or 30" Pipe Arm



CERTIFICATION DATA

ISO 9001
IP66 LED Array
3G Vibration Rated

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120/60Hz
-40°C Minimum Ambient Temperature Rating
+40°C Maximum Ambient Temperature Rating

EPA

Effective Projected Area: (Sq. Ft.) 0.67

SHIPPING DATA

Approximate Net Weight:
8.0 lbs. (3.6 kgs.)

POWER AND LUMENS

Light Engine		48W (8 LEDs)	73W (12 LEDs)
Type V	4000K Lumens / 70 CRI	4,814	6,910
	BUG Rating	B3-U0-G1	B3-U0-G1
Type V with SR	4000K Lumens / 70 CRI	4,674	6,630
	BUG Rating	B3-U3-G2	B3-U3-G2

LUMEN MAINTENANCE (8 LEDS)

Ambient Temperature	TM-21 Lumen Maintenance (36,000 Hours)	Theoretical L70 (Hours)
25°C	> 86%	87,000
40°C	> 84%	72,000

LUMEN MAINTENANCE (12 LEDS)

Ambient Temperature	TM-21 Lumen Maintenance (36,000 Hours)	Theoretical L70 (Hours)
25°C	> 83%	69,000
40°C *	> 82%	66,000

* Painted Only.

ORDERING INFORMATION

Sample Number: CRTK-A-A08-E-120-5-SR

Product Family	Lumen Package	Driver	Voltage	Distribution
CRTK-A=Caretaker Dusk-to-Dawn Area / Site Luminaire	A08=8 LEDs A12=12 LEDs ¹	E=Non-Dimming D=Dimming (0-10V) ^{2,3}	120=120V U=(120-277V) ²	5=Type V
Options (Add as Suffix)		Color	Accessories (Order Separately)	
S=Shorting Cap 4N7=NEMA 7-PIN Twistlock Photocontrol Receptacle ⁴ 5=120V NEMA Photocontrol Included 10K=10kV UL 1449 Surge Protection Device ⁵ 10MSP=10kV MOV Surge Protector SR=Small Acrylic Refractor Included		AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White A=Raw Aluminum Unfinished (Standard) ¹	RMARROA5=ANSI/NEMA Standard Refractor Assembly SR-CARETAKER=Small Acrylic Refractor LLPC=Long-life Photocontrol ⁶ LLPC-FO=Long-life Photocontrol (Fail Off) ⁶	
B18=18" Wood Pole Pipe Arm B24=24" Wood Pole Pipe Arm B30=30" Wood Pole Pipe Arm TH=Tool-less Door Hardware WPBKT=Wall or Pole Mounting Bracket V=(2) 5' #14 Leads				

NOTE:

- Paint required for 12 LED at 40°C ambient. Maximum ambient temperature for 12 LED unpainted is 25°C.
- Dimming and universal voltage must be ordered together.
- Dimming leads will be capped except when 4N7 option is specified.
- Only available with dimming driver.
- Not available with dimming or universal voltage.
- Sold as accessory. Not covered under luminaire warranty.

Electric

From: Tom Lott <tlott@butlersupply.com>
Sent: Wednesday, February 28, 2024 12:04 PM
To: Electric
Cc: Brent Herndon; Tom Lott; Jared Lott
Subject: Cobra Head LED Street Lighting Quote from Tom Lott @ Butler Supply in Rolla, Missouri
Attachments: ODL4- Dusk to dawn.pdf

Hi Josh,

Working on another quote from Cooper Lighting- later today!

Here is another option:

Here are some options:

Eiko

DTD/45W/7FCCT/UD/PC- \$114.50 ea

If you need an arm: DTD/ARM- \$21.50 ea

[1706811935630_L72CDTD.pdf \(premisens.s3.us-east-2.amazonaws.com\)](https://premisens.s3.us-east-2.amazonaws.com/1706811935630_L72CDTD.pdf)

FREE SHIPPING ON EIKO PRODUCTS

Nicor

ODL4-060S-UNV-S-BZ (only have bronze in stock)- \$ 105.00 ea

If you need an arm: ODL4MOUNTARMBZ- \$13.50 ea

Spec attached

*freight allowed at \$750

Thanks!

Thomas A. Lott
Outside Sales Account Manager
Butler Supply-Rolla 22
11040 Twitty Drive
Rolla, Missouri 65401
Cell: 1-573-578-3368
Work: 1-573-341-8545
Fax: 1-573-341-8506
email: tlott@butlersupply.com
www.butlersupply.com



Subject: Re: Cobra Head LED Street Lighting Quote from Tom Lott @ Butler Supply in Rolla, Missouri

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Subject: Fw: Cobra Head LED Street Lighting Quote from Tom Lott @ Butler Supply in Rolla, Missouri

Thanks,
Tom

Thomas A. Lott
Outside Sales Account Manager
Butler Supply-Rolla 22
11040 Twitty Drive
Rolla, Missouri 65401
Cell: 1-573-578-3368
Work: 1-573-341-8545
Fax: 1-573-341-8506
email: tlott@butlersupply.com
www.butlersupply.com



Cc: Tom Lott <tlott@butlersupply.com>; Brent Herndon <bherndon@butlersupply.com>; Jared Lott

<jlott@butlersupply.com>

Subject: Cobra Head LED Street Lighting Quote from Tom Lott @ Butler Supply in Rolla, Missouri

Hi Josh,

Here s a Cobra Head LED Street Lighting Quote from Tom Lott @ Butler Supply in Rolla, Missouri

Qty. 1 each of ORE Lighting INC. Catalog Number# ICH2 T# 70W 4000K GR UNV @ \$175.00 each (Special Order Only- Non-Returnable Item)

See attached quote, cut sheet and Installation guide for the ICH2 from ORE. We do quite a bit of business with ORE, and they do have a quality product at a really good price. They currently have 375 of these in stock.

Thanks for the opportunity and let me know how we look.

Kind regards,

L	Type	Qty	Manufacturer/Brand	Catalog #
		1	ORE Lighting, Inc	ICH2 T3 70W 4000K GR UNV

Notes

Let me know something?

Thanks,
Tom

Thomas A. Lott
Outside Sales Account Manager
Butler Supply-Rolla 22
11040 Twitty Drive
Rolla, Missouri 65401
Cell: 1-573-578-3368
Work: 1-573-341-8545
Fax: 1-573-341-8506
email: tlott@butlersupply.com
www.butlersupply.com

**BUTLER
SUPPLY**





DTD Dusk To Dawn

HIGHLIGHTS

- 90% energy savings vs. traditional HID sources
- 13 years of maintenance-free operation with LED lifespan of 54,000 hours
- Instant-on with no warm-up, unlike HID
- Universal 120-277V photo control provides nighttime ON / daytime OFF
- Polyester powder coat gray finish for extra corrosion protection
- Suitable for wall or pole mount applications
- Multiple pole mounting options available for versatile use
- Designed for use with EiKO's aluminum or steel poles; contact EiKO for package pricing
- Included arm for all in one box ease

CERTIFICATIONS

- UL listed for US & Canada
- RoHS Compliant
- FCC Compliant
- IP65 Rated
- DesignLights Consortium® Premium Qualified - meets the requirements for the highest DLC qualification for efficacy and lumen maintenance

PERFORMANCE

- High Efficacy, up to 140 lm/W
- Available in fixed wattage models: 45W, 47W, 80W, 84W, 120W or 125W
- Available in single CCT models: 5000K or FieldCCeT models: field-selectable CCT 30/40/5000K
- CRI: >70
- Estimated Lifetime L70: >54,000 hours

ELECTRICAL

- Input voltage: 120-277V
- 0-10V dimming, dim-to-off
- Surge Protection: 2KV; 4KV
- Power Factor: >0.9
- THD: <20%

THERMAL

- -40°F to 104°F (-40°C to 40°C) ambient operating temperature

CONSTRUCTION

- Diecast aluminum housing
- Impact resistant, non-yellowing polycarbonate lens
- Polyester powder coat gray finish

WARRANTY

- 5-Year limited warranty available [online](#). Contact your EiKO sales rep for additional details.

KEY FEATURES

DIFFERENT MOUNTING APPLICATIONS

Suitable for wall or pole mount applications

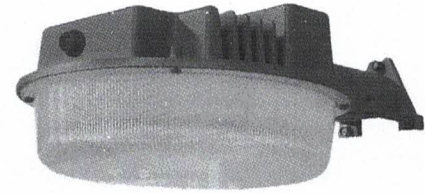
DIFFERENT MOUNTING OPTIONS

Multiple pole mounting options available for versatile use

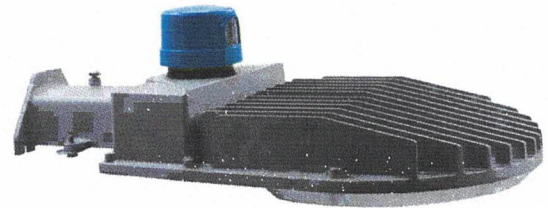
INSTANT LIGHT!

Instant-on with no warm-up, unlike HID

project name	type
catalog number	voltage
approved by	date



45W/47W



80W/84W/120W/125W



APPLICATIONS

- Shipping/Receiving
- Warehouses
- Exterior Perimeter
- Parking Garage
- Parking Lot
- Pathway

MULTIPLE POLE MOUNTING
OPTIONS AVAILABLE FOR
VERSATILE USE

SUITABLE
FOR WALL OR
POLE MOUNT
APPLICATIONS

INSTANT-ON
WITH NO WARM-UP
UNLIKE HID

AVAILABLE MODELS

ORDER	ORDER CODE	ITEM #	WATTS	CCT*	LUMENS	EFFICACY (lm/W)	CRI	DIMMING	VOLTAGE	DLC ID #
										PREMIUM
	12355	DTD/45W/7FCCT/UD/PC	45W	30/40/5000K	6247 lm	139 lm/W	>70	0-10V	120-277V	PLF90HHR62NW
	12351	DTD/47W/750/UD/PC	47W	5000K	5857 lm	125 lm/W	>70	0-10V	120-277V	PLCPYZRD73CX
	12356	DTD/80W/7FCCT/UD/PC	80W	30/40/5000K	11,137 lm	139 lm/W	>70	0-10V	120-277V	PLKLMEAR5GBS
	12352	DTD/84W/750/UD/PC	84W	5000K	10753 lm	128 lm/W	>70	0-10V	120-277V	PL2E5FZIU6CP
	12357	DTD/120W/7FCCT/UD/PC	120W	30/40/5000K	16102 lm	134 lm/W	>70	0-10V	120-277V	PL141EV53GYH
	12363	DTD/125W/750/UD/PC	125W	5000K	15909 lm	127 lm/W	>70	0-10V	120-277V	PLGFX62W6ME2

MODEL CONFIGURATOR

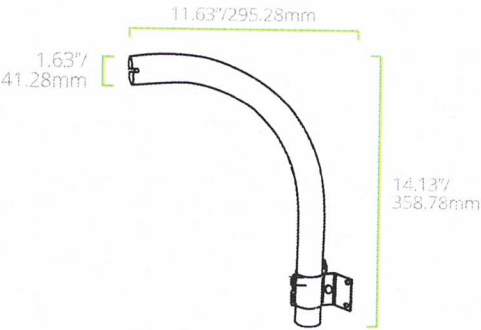
MODEL	-	WATTS	-	CRI&CCT	-	VOLTAGE	-	PHOTOCELL
DTD	/		/		/	UD	/	PC

EXAMPLE PART NUMBER: DTD/84W/750/UD/PC

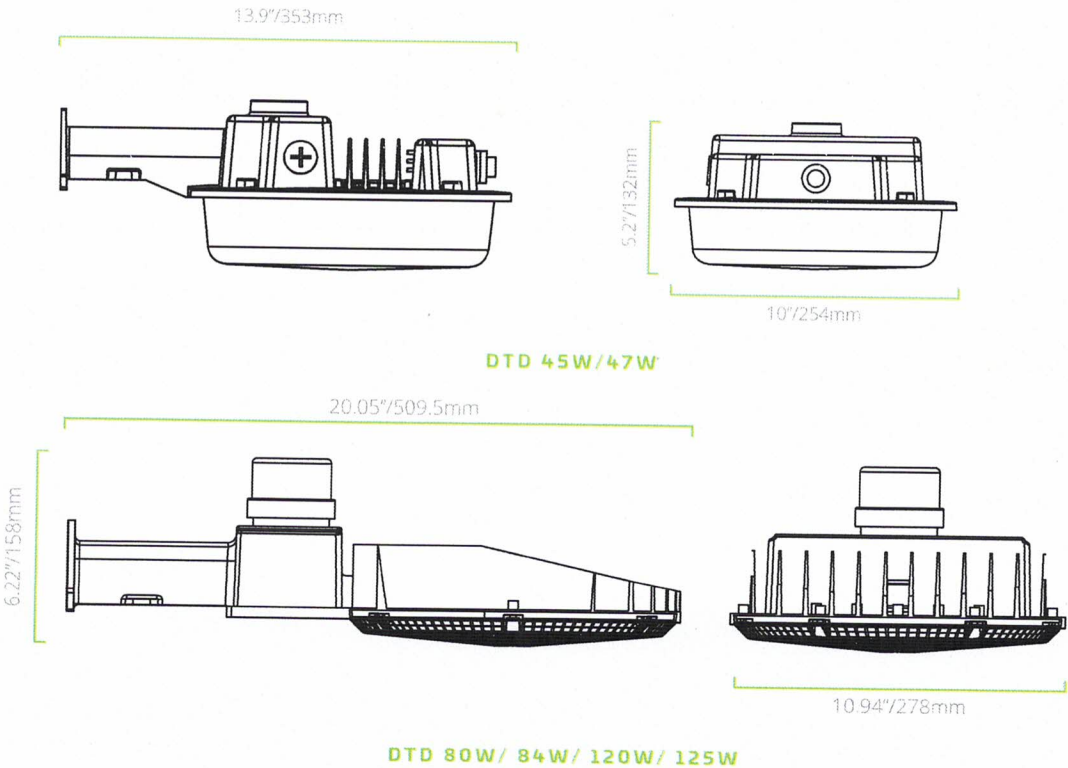
ACCESSORIES

ORDER	ORDER CODE	ITEM #	DESCRIPTION
	14950	JL-208	3-pin Nema Twist-lock Shorting plug, 120-480V, 15A, 2-year Warranty. Compatible for DTD 80W/84W/120W/125W Only.

ARM DIMENSIONS



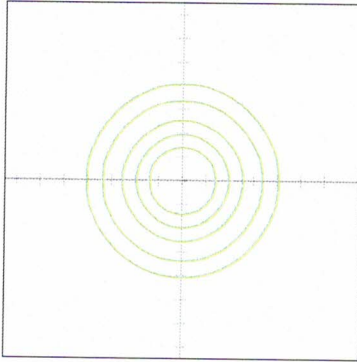
PRODUCT DIMENSIONS



PHOTOMETRICS

DTD/47W/750/UD/PC

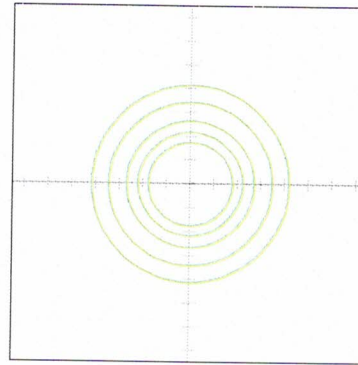
(Typical performance @ 5000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	371.75	6.30	6.30
0-30	865.49	14.80	14.80
0-40	1555.14	26.60	26.60
0-60	3310.36	56.50	56.50
0-80	5126.04	87.50	87.50
0-90	5385.34	91.90	91.90
10-90	5295.49	90.40	90.40
20-40	1183.39	20.20	20.20
20-50	2011.93	34.40	34.40
40-70	2773.3	47.40	47.40
60-80	1815.69	31.00	31.00
70-80	797.60	13.60	13.60
80-90	259.29	4.40	4.40
90-110	173.81	3.00	3.00
90-120	305.14	5.20	5.20
90-130	410.75	7.00	7.00
90-150	467.28	8.00	8.00
90-180	471.57	8.10	8.10
110-180	297.76	5.10	5.10
0-180	5856.91	100.00	100.00

DTD/84W/750/UD/PC

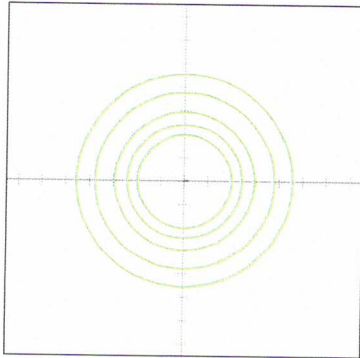
(Typical performance @ 5000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	1320.69	12.30	12.30
0-30	2798.01	26.00	26.00
0-40	4566.56	42.50	42.50
0-60	8123.4	75.50	75.50
0-80	10379.11	96.50	96.50
0-90	10753.93	100.00	100.00
10-90	10411.98	96.80	96.80
20-40	3245.87	30.20	30.20
20-50	5094.44	47.40	47.40
40-70	4920.92	45.80	45.80
60-80	2255.71	21.00	21.00
70-80	891.62	8.30	8.30
80-90	374.82	3.50	3.50
90-110	0.00	0.00	0.00
90-120	0.00	0.00	0.00
90-130	0.00	0.00	0.00
90-150	0.00	0.00	0.00
90-180	0.00	0.00	0.00
110-180	0.00	0.00	0.00
0-180	10753.93	100.00	100.00

DTD/125W/750/UD/PC

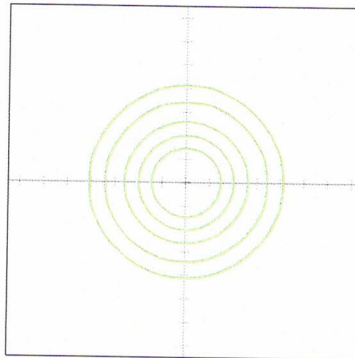
(Typical performance @ 5000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	2002.7	12.60	12.60
0-30	4241.02	26.70	26.70
0-40	6905.66	43.40	43.40
0-60	12151.96	76.40	76.40
0-80	15399.77	96.80	96.80
0-90	15910.31	100.00	100.00
10-90	15392.02	96.70	96.70
20-40	4902.96	30.80	30.80
20-50	7646.31	48.10	48.10
40-70	7225.62	45.40	45.40
60-80	3247.81	20.40	20.40
70-80	1268.49	8.00	8.00
80-90	510.54	3.20	3.20
90-110	0.00	0.00	0.00
90-120	0.00	0.00	0.00
90-130	0.00	0.00	0.00
90-150	0.00	0.00	0.00
90-180	0.00	0.00	0.00
110-180	0.00	0.00	0.00
0-180	15910.31	100.00	100.00

DTD/45W/7FCCT/UD/PC

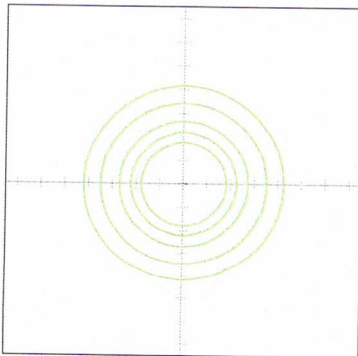
(Typical performance @ 4000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	396.49	6.30	6.30
0-30	923.12	14.80	14.80
0-40	1658.75	26.60	26.60
0-60	3530.96	56.50	56.50
0-80	5467.41	87.50	87.50
0-90	5744.02	92.00	92.00
10-90	5648.2	90.40	90.40
20-40	1262.26	20.20	20.20
20-50	2146.03	34.40	34.40
40-70	2958.1	47.40	47.40
60-80	1936.45	31.00	31.00
70-80	850.56	13.60	13.60
80-90	276.61	4.40	4.40
90-110	185.30	3.00	3.00
90-120	325.39	5.20	5.20
90-130	438.05	7.00	7.00
90-150	498.30	8.00	8.00
90-180	502.86	8.00	8.00
110-180	317.56	5.10	5.10
0-180	6246.88	100.00	100.00

DTD/80W/7FCCT/UD/PC

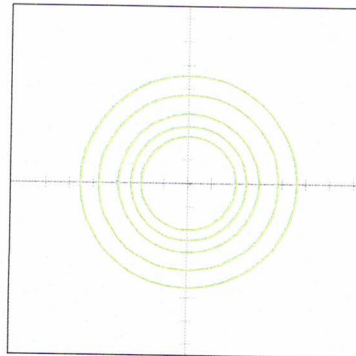
(Typical performance @ 4000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	1367.73	12.30	12.30
0-30	2897.6	26.00	26.00
0-40	4729.13	42.50	42.50
0-60	8412.6	75.50	75.50
0-80	10748.75	96.50	96.50
0-90	11137.01	100.00	100.00
10-90	10782.86	96.80	96.80
20-40	3361.4	30.20	30.20
20-50	5275.82	47.40	47.40
40-70	5096.27	45.80	45.80
60-80	2336.15	21.00	21.00
70-80	923.35	8.30	8.30
80-90	388.26	3.50	3.50
90-110	0.00	0.00	0.00
90-120	0.00	0.00	0.00
90-130	0.00	0.00	0.00
90-150	0.00	0.00	0.00
90-180	0.00	0.00	0.00
110-180	0.00	0.00	0.00
0-180	11137.01	100.00	100.00

DTD/120W/7FCCT/UD/PC

(Typical performance @ 4000K)



ZONAL LUMEN SUMMARY			
ZONE	LUMENS	%LAMP	%FIXTURE
0-20	2026.88	12.60	12.60
0-30	4292.27	26.70	26.70
0-40	6989.04	43.40	43.40
0-60	12298.64	76.40	76.40
0-80	15585.72	96.80	96.80
0-90	16102.4	100.00	100.00
10-90	15577.86	96.70	96.70
20-40	4962.16	30.80	30.80
20-50	7738.62	48.10	48.10
40-70	7312.82	45.40	45.40
60-80	3287.08	20.40	20.40
70-80	1283.86	8.00	8.00
80-90	516.68	3.20	3.20
90-110	0.00	0.00	0.00
90-120	0.00	0.00	0.00
90-130	0.00	0.00	0.00
90-150	0.00	0.00	0.00
90-180	0.00	0.00	0.00
110-180	0.00	0.00	0.00
0-180	16102.4	100.00	100.00

Staff Summary Report

MEETING DATE:	March 12, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Chain Link Fence Bid Approval

ACTION REQUESTED BY:	Donnie Moore
ACTION REQUESTED:	
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

The city of Salem solicited bids from qualified contractors to install a commercial grade chain link fence. The fence will need to be installed around the industrial park water tower and well # 4 to secure the area and equipment.

Minimum specifications for the Chain Link Fencing are as follows: • 1100 feet of six-foot nine-gauge chain link fence • Two six-foot walk gates • Two twenty-four-foot double swing gates • Condition: New • Warranty: 90 days or more All vendors who are interested in submitting a quote for the Chain Link Fencing are required to provide the following information: • Warranty available on the Chain Link Fencing • Quote for the Chain Link Fencing and Gates.

PROCUREMENT

Three (3) quotes were solicited.

FISCAL IMPACTS

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

SUPPORT DOCUMENTS:	Bid Document:
	Leo Morgan Fencing \$24,000.00
	Diamond Fence LLC \$45,000.00
	J&M Construction & Fencing LLC \$29,950.00

Recommended Motion: Vote to approve J&M Construction & Fencing LLC Bid for \$29,950.00.

City of Salem Bid Summary

Project:

CHAIN LINK FENCE BID

Opening Date/Time:

FEBRUARY 22, 2024 AT 3:15

Location:

Old City Hall, Council Chambers, 202 N. Washington St., Salem

Company	Total Bid Cost
Leo Morgan Fencing	24,100.00
Diamond Fence LLC	45,000.00
J&M Construction & Fencing LLC	29,950.00

Tammy Kolla, City Clerk
City of Salem

February 22, 2024
Date

City of Salem

Bid Opening Sign-in Sheet

Name of Project: CHAIN LINK FENCE BID

Opening Date/ Time: 2/22/2024 0:00

Location: Old City Hall, Council Chambers, 202 N. Washington St., Salem, MO

City Project Lead: DONNIE MOORE

[illegible]

CITY OF SALEM
VENDOR AND BID LIST INFORMATION

Date: FEB 8 24

Company Name: Leo Morgan fencing

Address: 20868 Dillon Road

City: Lebanon State: MO Zip Code: 65536

CONTACT PERSON FOR BID:

Printed Name Leo Morgan

Email _____ Phone (417) 588-7747

Signature of Owner/Representative Leo Morgan Leo Morgan
(Signature) (Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

831746

Statement

DATE

Feb 8-24

TERMS

TO

City of Salem mo
water Dept

Salem mo 65560

IN ACCOUNT WITH

Leo Morgan Fencing
20868 Dillon Rd
Webbmo mo 65536

600' 4 6' CL fence 22 post

9 ga wire

SCH 40 post

2520 Top Rail

1 6' walk gate

1 24' DD gate

\$14200⁰⁰

Job #2

City well #4

450' 4 CL fence

1 6' walk gate

1 24' DD gate

9900⁰⁰

Total

24,100⁰⁰

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

CITY OF SALEM
VENDOR AND BID LIST INFORMATION

Date: 02/22/2024

Company Name: Diamond Fence LLC

Address: PO Box 192

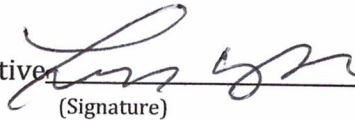
City: Potosi State: mo Zip Code: 63664

CONTACT PERSON FOR BID:

Printed Name Tiffany Yarbrough

Email diamondfence@hotmail.com Phone (573) 210-8606

Signature of Owner/Representative


(Signature)

Tiffany Yarbrough
(Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

Diamond Fence LLC
PO Box 192
Potosi, MO. 63664

573-210-6297
573-210-8606
diamondfence@hotmail.com

ESTIMATE

City of Salem

Estimate # 0000956

Estimate Date 02/22/2024

Item	Description	Unit Price	Quantity	Amount
	Salem MO chain-link fence			
	1100 linear ft. of 6' tall galvanized chain-link fence with top rail and tension wire at the bottom	37.00	1100.00	40,700.00
	2 24' double drive gates	1700.00	2.00	3,400.00
	2 6' walk gates	450.00	2.00	900.00
		Subtotal		45,000.00
		Total		45,000.00
		Amount Paid		0.00
		Estimate		\$45,000.00



Stephens Pipe & Steel, LLC

G.A.W. Fence Fabric Limited 15 Year Warranty

Stephens Pipe & Steel, Inc. warrants to the original purchaser of Stephens Pipe Color Fence Materials to be free from defects of material and workmanship. Stephens Pipe warrants that these materials will be free from corrosion, rot, breakage due to coating failure for a period of 15 years from date of original purchase. This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use and not from changes caused by alteration, accident, abuse, fire, flood, environmental hazard, or act of God. This warranty is valid only if fence is installed according to Stephens Pipe Specifications.

Under this warranty, Stephens Pipe & Steel, Inc. obligation is limited to replacement of defective materials only. Reimbursement for the cost of removal and/or installation are not included and Stephens Pipe will not provide such service. To file a claim if defects as listed above become evident in the fence material, the original purchaser shall notify Stephens Pipe in writing, along with a copy of original purchase invoice to : Stephens Pipe & Steel, Inc. P.O. Box 618 Russell Springs, KY 42642. In order to validate this warranty the information section below must be completed and a copy returned within 30 days of purchase.

Stephens Pipe & Steel, Inc. is not responsible for injury, property damage or other indirect, special or consequential damages arising directly or indirectly out of the use of these fence materials, notwithstanding the fact that said injury, property damages or other damages arose directly or indirectly from an actual or alleged defect in material and/or workmanship.

Any implied warranty, including, but not limited to a warranty of merchantability or of fitness for a particular purpose, shall terminate at the expiration of this limited 15 year warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Stephens Pipe and Steel, LLC within 30 days of the purchase.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Stephens Pipe & Steel, LLC

P.O. Box 618 / Hwy 619

Russell Springs, KY 42642

Installer/Supplier

Date Purchased

Invoice Number

Name

Address

City, State, Zip

Phone () -

Signature

Date





Stephens Pipe & Steel, Inc.

Galvanized Fence Materials Limited 15 Year Warranty

In order to validate your warranty complete the following information and return to:

Stephens Pipe & Steel, Inc.
P.O. Box 618
Russell Springs, KY 42642

To be completed by fence installer / wholesaler:

Installed for:

Customer Name: _____

Address: _____

City, ST Zip: _____

Installation Date: ____ / ____ / ____

Purchase Date: ____ / ____ / ____

Invoice Number: _____

Installer:

Business Name: _____


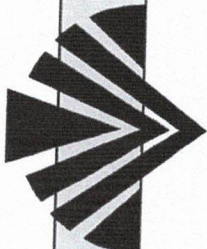
Address: _____

City, ST Zip: _____

Installer Signature: As a fencing installer, I certify that my organization, or properly assigned sub-contractor have installed the above referenced material at the listed customer location. I further certify that the Stephens Pipe & Steel, Inc. Galvanized Fence System was completely and properly installed.

Signature: _____

Date: ____ / ____ / ____





SPS
STEPHENS
PIPE & STEEL

Zinc Coated (Galvanized) Steel Chain Link Fence Fabric

ASTM A 392, Federal specification RR-F-191 Type I, AASHTO M-181 Type I

1. PRODUCT NAME

Zinc Coated (Galvanized) Steel
Chain Link Fence Fabric

MANUFACTURER

**Stephens Pipe and Steel,
LLC Manufacturing
Locations:**

Stephens Pipe and Steel, LLC

10732 Schadel Rd

Mount Sterling, OH 43143

2. PRODUCT DESCRIPTION

Basic Use:

Zinc coated (galvanized) steel chain link fence fabric for commercial, industrial, institutional and recreational applications. Zinc coated fabric is contained in various government specifications for use in prison, road, dock, airport, housing, forestry, and military uses.

Composition and Materials:

Zinc coated steel chain link fence fabric is produced by cold-drawing good commercial grade steel rod into wire of the appropriate diameter. The steel rod from which the wire is drawn is produced by the open hearth, electric furnace or basic oxygen process.

The zinc coating may be applied before weaving into fabric (GBVV) or after weaving into fabric (GAW): *Galvanized before weaving (GBW)*. The wire is cleaned, passed through a bath of molten zinc, and then woven into chain link fabric.

Galvanized after weaving (GAW).

The uncoated wire is woven into chain link fence fabric of the appropriate height and mesh size. The coating is produced by passing the woven mesh through a continuous line which includes cleaning of the fabric. After cleaning, the fabric passes through a molten bath of zinc metal to produce the galvanized coating.

Zinc used to produce the coating conforms to the requirements of ASTM specification B6.

3. Standards:

ASTM A 392 *Zinc-Coated Steel Chain Link Fence Fabric*
ASTM F567 *Installation of Chain Link Fence*
ASTMA 817 *Metallic-Coated Wire for Use in Chain Link Fence*
ASTM B6 *Zinc (Slab Zinc)*
Federal specification RR-F-191 K/1 D
Type I, *Fencing, Wire and Post Metal (Chain-Link Fence Fabric)*
American Association of State Highway Transportation Officials
M-181 *Chain Link Fence, Type I*

4. TECHNICAL DATA

General:

The manufacturer, if requested, will supply samples and certification that all materials furnished fully comply with the appropriate specifications.

Chain Link Fence Fabric:

The base metal of the chain link fence fabric is composed of commercial quality medium-carbon wire. The weight of zinc coating, wire sizes with allowable variances, and wire breaking strength, as shown in **Table 1**, conform to ASTM A 817 for the wire size specified. The fabric is zinc coated after weaving (GAW) or before weaving (GBW)".

Coating Weight

Zinc-coated (galvanized) steel chain link fence fabric conforming to ASTM A392 and other specifications referenced above is available in two coating classes with the following minimum coating weights:

Class 1 - 1.2 oz/ft² (366 g/m²)

Class 2 - 2.0 oz/ft² (610 g/m²)

GAW is available in either class. GBW is limited to Class 1 due to the limited availability of galvanized wire with a Class 2 coating. Fabric woven with 11 ga wire and fabric with mesh

sizes less than 1³/₄" are GBW.

Sizes: Galvanized fabric is available in mesh sizes from 3/8 in. to 2 in. (10 mm to 50 mm), and in heights from

36 inches to 144 inches (910 mm to 3,660 mm).

Unless otherwise specified, chain link fence fabric woven with a 2 inch (50 mm) mesh and 60 inches (1,520 mm) or less in height is knuckled at both selvages; for fabrics 72 inches (1,830 mm) and above the selvages are knuckled at one edge and twisted at the other. All fabrics woven into mesh sizes under 2 in. are knuckled at both selvages.

5. INSTALLATION

Install chain link fence fabric in accordance with ASTM Practice 567.

6. AVAILABILITY AND COST

Availability:

Zinc coated steel chain link fence fabric is available for shipment throughout the United States and worldwide.

Cost:

Material costs may vary depending on specific requirements. Costs may be obtained through your SPS representative..

Class 2 galvanized steel chain link fence fabric is warranted for 15 years against failure due to rust or corrosion.

7. MAINTENANCE

Periodic inspection is recommended but no routine maintenance is required.

8. TECHNICAL SERVICES

Technical services are available through your Stephens Pipe Sales Representative. or your local SPS Branch Location.

Stephens Pipe and Steel, LLC

2224 E Hwy 619

Russell Springs, Kentucky

42642

1 800 451 2612

ZINC COATED FRAMEWORK – OnGuard SPS 40E
ASTM F1043 Group I-C, Federal specification RR-F-191 Class 1 Grade B,
AASHTO M-181 Grade 2

PRODUCT NAME

Galvanized Framework,
OnGuard SPS 40E

MANUFACTURER / DISTRIBUTOR

Stephens Pipe & Steel, LLC
PO Box 618, 2224 E Hwy 619
Russell Springs, Kentucky 42642
800 451 2612
spsfence.com

PRODUCT DESCRIPTION

OnGuard SPS 40E pipe is the strongest readily available product to use as end, corner or line posts, and rails, for industrial, commercial and institutional applications.

The requirements for this material are contained in numerous government specifications for use in prison, road, dock, airport, housing, forestry, and military installations.

OnGuard SPS 40E pipe is typically used in installations which incorporate zinc-coated or aluminum-coated steel chain link fence fabric, although it may also be specified for use with other types of fabric, i.e. PVC coated.

Composition and Materials:

OnGuard SPS 40E pipe is manufactured using pre-galvanized cold formed steel with a higher yield strength and tensile strength than schedule 40 pipe. The pipe is triple coated to provide and maintain a pleasing appearance in all climates and severe atmospheric conditions.

Standards:

ASTM F1043 *Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework*, Group I-C Heavy Industrial

ASTM A 653/A 653M *Steel Sheet, Zinc-Coated by the Hot Dip Process*

ASTM A 924/A 924M *General Requirements for Sheet Metal, Metallic-Coated by the Hot Dip Method*

ASTM F567 *Installation of Chain Link Fence*
Federal specification RR-F-191K/3D

Fencing, Wire and Post Metal (Chain Link Fence Posts, Top Rails, and Braces), Class 1, Grade B AASHTO M-181 *Chain Link Fence*, Grade 2 (American Association of State Highway Transportation Officials), Grade 2
Federal Aviation Administration AC 150/5370
Item F162

TECHNICAL DATA

General:

The manufacturer or distributor can supply samples and certification that all materials furnished fully comply with the required specifications.

Zinc Coated Steel Framework:

The information in this document for high yield strength/high tensile strength pipe covers the requirements for pipe sizes NPS 1 to NPS 3 1/2, corresponding to fence industry sizes 1-3/8" to 4". Note: The dimension designator, NPS is used instead of traditional terms such as nominal diameter, size, and nominal size.)

Yield Strength Requirement:

The yield strength of OnGuard SPS 40E is 50,000 psi (344 MPa), min.

Coating Requirements:

The pre-galvanized exterior of OnGuard pipe is triple coated, ensuring the pipe will maintain its appearance. The raw steel is coated with a metallic coating of zinc, plus a chromate conversion coating and a clear organic film, conforming to ASTM F1043 Type B coating requirements. The interior of the pipe is pre galvanized conforming to ASTM F1043 Type B coating requirements. Mill lengths may range from 18 ft to 24 ft, or posts are available cut-to-length.

CORROSION RESISTANCE

Salt Spray

Exterior

The exterior clear coated surface shall have demonstrated the ability to resist 1000 hours of salt spray exposure with a maximum of 5% red rust.

AVAILABILITY AND COST

Availability: OnGuard SPS 40E is available for shipment throughout the United States and worldwide.

Cost: Material costs may vary depending on specific requirements. Costs may be obtained from your Stephens Pipe Sales Representative.

MAINTENANCE

No routine maintenance is required.

TECHNICAL SERVICES

Technical services are available. Call your sales representative for assistance.



800.451.2612

ADVANTAGE
ONE
SOURCE



Polymer-Coated Steel Chain Link Accessories

ASTM F626, Federal Specification RR-F-191 /4D, AASHTO M-181-98

- Chain link fence accessories: [ASTM F 626] Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- Post caps: PVC-coated formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. (Where top rail is used, provide tops to permit passage of top rail.)
- Top rail and brace rail ends: PVC-coated pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- Sleeves: Lengths of top rails to be connected using 6" (152 mm) PVC-coated sleeves that allow for expansion or contraction of the rail.
- Tie Wire: PVC-coated 9 gauge [0.148" (3.76 mm)] galvanized steel or aluminum for attachment of chain link fabric to posts and rails. Hog rings attach fabric to tension wire to be 12 1/2 GA [0.0985" (2.502 mm)].
- Brace and tension (stretcher bar) bands: PVC-coated pressed steel.
- Tension wire: PVC applied to metallic coated steel wire: Per ASTM F 1664 Class 2b, 7 gauge, (0.177", 4.4958 mm) diameter core wire with tensile strength of 80,000 psi (551 MPa).
- Truss rods & tightener: PVC-coated steel rods with minimum diameter of 3/8" (9.525 mm). Capable of withstanding a tension of minimum 2,000 lbs.
- Barbed wire: PVC-coated per ASTM F 1665 Class 2a steel wire double-strand, 12/1/2 gauge, (0.092" (2.34 mm) twisted line wire with galvanized steel, 4 point barbs (without PVC finish) spaced approximately 5" (127 mm) on center.
- Barbed wire supporting arms: PVC-coated pressed steel arms with provisions for attaching 3 rows of barbed wire. Arms shall withstand 250 lb. (113.5 kg) downward pull at outermost end of arm without failure.
 - Provide [6 strands double "V" arms].
 - Provide intermediate arms with hole for passage of tension wire.
- Nuts and bolts are galvanized but not vinyl coated. Cans of PVC touch up paint are available to color coat nuts and bolts if desired.

CITY OF SALEM
VENDOR AND BID LIST INFORMATION

Date: 02/21/2024

Company Name: J&M Construction & Fencing LLC

Address: 2248 Green St.

City: Centerville State: Missouri Zip Code: 63633

CONTACT PERSON FOR BID:

Printed Name Jason Dement

Email jmconstructionandfencing@gmail.com Phone (573) 482-0428

Signature of Owner/Representative Misty Dement Misty Dement
(Signature) (Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

Quoted Amount: \$29,950.00

- The manufacturer offers a 15-year warranty on the materials. Forms are supplied in our bid packet for reference. J&M Construction & Fencing LLC offers a 1-year warranty on installation of the fence and gates, excluding damage.
- If awarded the fence job, Dig-Rite must be contacted and given an appropriate amount of time to mark the utilities.
- Job would be started within 30 days of Dig-Rite clearance.
- Would be completed within 30 days of starting.

References
For
J&M Construction & Fencing LLC
2248 Green St.
Centerville, Mo 63633

Company Name: Mark Twain Forest Ranger Station

Contact Person: Chris Bland

Title: COR of Engineering

Phone No: 573-261-9228

Email:

Total Contract Amount: \$60,000.00

Job Description: Install 767' of 7ft chain link fence, 2 Cantilever drive through gates, 1 walk gate, repair existing fence

Company Name: Treetop Condominiums

Contact Person: Jane Oliver

Title: Manager

Phone No: 636-227-8688

Email: Jane@cpmgateway.com

Total Contract Amount: \$88,000.00

Job Description: Remove old decks, build new decks

Company Name:

Contact Person: Carol King

Title:

Phone No:

Email: kannking46@gmail.com

Total Contract Amount: \$7,600.00

Job Description: 380' Wooden Privacy Fence

Company Name:

Contact Person: Roland Laramore

Title:

Phone No: 573-604-1077

Email: laramore.charles@yahoo.com

Total Contract Amount: \$15,000.00

Job Description: 300' White Vinyl X Horse Fence

Company Name:

Contact Person: Robert Jordan

Title:

Phone No: 573-944-4768

Email:

Total Contract Amount: \$18,000.00

Job Description: 120' Wooden Privacy Fence, 1 ½ miles of Sheep & Goat Fence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
SHEA L O BRIANT		PHONE (A/C, No, Ext):	
PO BOX 183260		FAX (A/C, No):	
COLUMBUS OH 43218-4260		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Nationwide General Insurance Company	
		NAIC # 23760	
INSURED		INSURER B :	
J&M Construction & Fencing LLC		INSURER C :	
2248 GREEN ST		INSURER D :	
Centerville MO 63633-8108		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACP CG01 3201552595	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

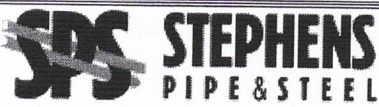
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Salem
400 N. Iron Street
Salem, MO 65560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
TRENA GAGE



2100 Manchester Trafficway
Kansas City, MO 64126
(816) 359-3836
Sales Fax: (000) 000-0000
Sales Phone: (000) 000-0000

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642

Visit our website:
<https://SPSfence.com>

QUOTATION #: 16-005037 Pg 1 of 2
Billing Date : 2/21/2024
Customer Acct: 64887
Payment Terms: CASH/CERT. CHECK
Customer PO #:
Sales Person : K.SIMON
Made By User : kevinSimon
SPS Order # : 0-0
Shipped Via : OT
Contact Name : KEVIN SIMON

*** Quote valid 30 days. Expires: 3/22/2024 ***

Sold To: J & M CON STRUCTION AND FENCE
5734820248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

Ship To: J & M CONSTRUCTION AND FENCE
(573) 482-0248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
4	4	0	pc	GALV 4" x 10'6" x SPS40-G210 PR6A9010.5		
8	8	0	pc	GALV 3" x 9' x SPS40-G210 PR5A909		
105	105	0	pc	GALV 2" x 8' x SPS40-G210 PR3A908		
1281	1281	0	ft	GALV 1-5/8" x 21' x SPS40-G210 x 61pc PR2A9021		
1100	1100	0	ft	HOT DIP 2x9x72in KK 50ft/rl CL205012 ** VERIFY SELVAGE		
2	2	0	ea	IND DD GATE 24Wx6 2" SPS40 9ga GTI125232D *Fab: 1.2 HD 2x9 KK		
2	2	0	ea	IND SNG GATE 6Wx6 2" SPS40 9ga GTI065232S *Fab: 1.2 HD 2x9 KK		
16	16	0	ea	TENSION BAR 72"x3/4" HD10000		
16	16	0	ea	DOM TRUSS ROD 3/8"x11' HU26020		
2	2	0	rl1	TENSION WIRE 7ga SPRL 1.2oz (1000'/rl) HU29010		
52	52	0	ea	SLEEVE 1-5/8in HD20020		
16	16	0	ea	TRUSS ROD TIGHTENER HD26030		
16	16	0	ea	BRACE BAND 2in HD13030		
16	16	0	ea	BRACE BAND 4in HD13060		
48	48	0	ea	BRACE BAND 3in HD13050		
60	60	0	ea	TENSION BAND 3in HD11050		
20	20	0	ea	TENSION BAND 4in HD11060		
48	48	0	ea	PS RAIL END COMBO 1-5/8in HD06010		
105	105	0	ea	PS LOOP CAP 2x1-5/8in HD04532		

Acceptance of quote confirms your approval of materials as quoted.

Review all items. Any discrepancies MUST BE noted on original delivery document and VERIFIED BY DRIVER. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. If payment made with credit card, a 2% convenience fee will be added. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

Continued on Page 2

LBS:11,003 P/D:02-21



2100 Manchester Trafficway
Kansas City, MO 64126
(816) 359-3836
Sales Fax: (000) 000-0000
Sales Phone: (000) 000-0000

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642
Visit our website:
<https://SPSfence.com>

QUOTATION #: **16-005037** Pg 2 of 2
Billing Date : **2/21/2024**
Customer Acct: **64887**
Payment Terms: **CASH/CERT. CHECK**
Customer PO #:
Sales Person : **K.SIMON**
Made By User : **kevinsimon**
SPS Order # : **0-0**
Shipped Via : **OT**
Contact Name : **KEVIN SIMON**

*** Quote valid 30 days. Expires: 3/22/2024 ***

Sold To: **J & M CON STRUCTION AND FENCE**
5734820248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

Ship To: **J & M CONSTRUCTION AND FENCE**
(573) 482-0248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
4	4	0	ea	PS DOME CAP 4in HD03060		
8	8	0	ea	PS DOME CAP 3in HD03050		
8	8	0	ea	BULLDOG HINGE 4in PS HD15262		
4	4	0	ea	BULLDOG HINGE 3in PS HD15252		
2	2	0	ea	DD STRONG ARM LATCH 1-5/8"/2" Frame HD60100		
2	2	0	ea	IND LATCH 2x3 MAL HD50035		
1100	1100	0	ea	ALUM TIE 9gax6-1/2in HU39020		
200	200	0	ea	BOLT/NUT 5/16x1-1/4in HD32010		
5	5	0	lb	ST HOG RING 9ga (100/lb) HU31020		

Ask me about ACCESS CONTROL...

Call today and request to receive invoices via email.

Fuel Charge
8.975% Tax

Total Order

MATERIALS RECEIVED BY: _____ PRINT Name: _____ DATE: ____/____/____

Acceptance of quote confirms your approval of materials as quoted.

Review all items. Any discrepancies MUST BE noted on original delivery document and VERIFIED BY DRIVER. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. If payment made with credit card, a 2% convenience fee will be added. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

LBS:11,003 P/D:02-21



LARGEST AMERICAN OWNED FENCE DISTRIBUTOR & MANUFACTURER



STEPHENS
PIPE & STEEL

Reliable Service & Quality Since 1974

Commercial and Residential Chain-Link Fabric

Operating 120 weaving machines in 8 locations, we produce chain link fabric ranging from 2 to 20 feet in height. Rolls are available in 25, 50 and 100 feet long depending on gauge and mesh.

Contact a local branch or your sales person for more information.



OnGuard™
Chain Link & Gates



HOW FABRIC IS MADE



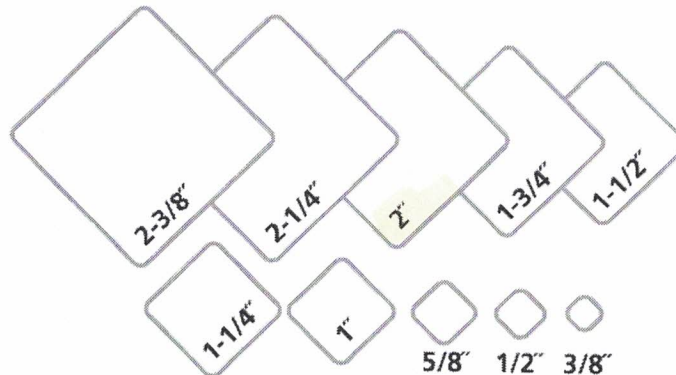
HOW HOT DIP FABRIC IS MADE



WARRANTY

Mesh Options

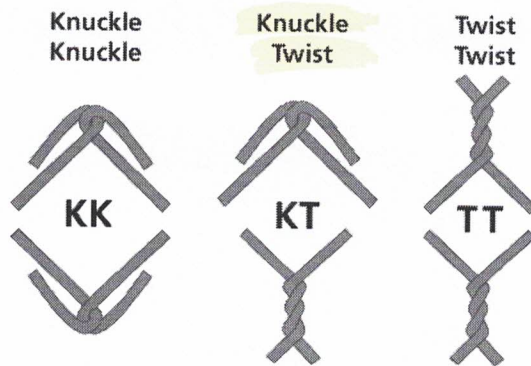
Ranging from 3/8 to 2-3/8 inch mesh, we can customize any fabric size you need to meet your job specifications.



Selvage Options

Selvage describes the finish of the ends. Knuckle means the ends of the wire are folded over. Twist means the wire is twisted together.

** Materials quoted are highlighted.*



Finished Wire Colors

Our standard finished wire colors are galvanized, 2oz and aluminized.
Contact a local branch or your sales person for more information.



GALVANIZED



2 OZ.



ALUMINIZED

Standard Fabric Colors

Our standard fabric colors are black, brown, green, and woodland.
Contact a local branch or your sales person for more information.



BLACK



BROWN



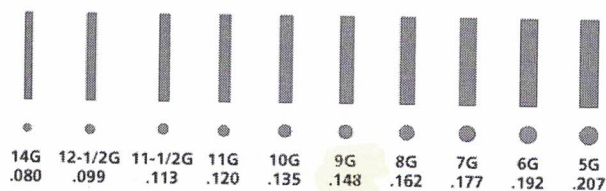
GREEN



WOODLAND

Wire Gauges

SPS can make chain link fabric in any of the below gauges.
The most common gauges are 6, 9 and 11-1/2.



Wire Coating

SPS products a wide variety of fabric coating types: Hot-dipped (GAW) 1.2 & 2.0oz, Pre-galv (GBW) Class 1, 3, & 4.
Colored fabric: 2B (Bonded and Fused), 2A, Extruded. Also, we supply Aluminized, and Aluminum fabric. Please call for details.





Stephens Pipe & Steel, LLC

G.A.W. Fence Fabric Limited 15 Year Warranty

Stephens Pipe & Steel, Inc. warrants to the original purchaser of Stephens Pipe Color Fence Materials to be free from defects of material and workmanship. Stephens Pipe warrants that these materials will be free from corrosion, rot, breakage due to coating failure for a period of 15 years from date of original purchase. This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use and not from changes caused by alteration, accident, abuse, fire, flood, environmental hazard, or act of God. This warranty is valid only if fence is installed according to Stephens Pipe Specifications.

Under this warranty, Stephens Pipe & Steel, Inc. obligation is limited to replacement of defective materials only. Reimbursement for the cost of removal and/or installation are not included and Stephens Pipe will not provide such service. To file a claim if defects as listed above become evident in the fence material, the original purchaser shall notify Stephens Pipe in writing, along with a copy of original purchase invoice to : Stephens Pipe & Steel, Inc. P.O. Box 618 Russell Springs, KY 42642. In order to validate this warranty the information section below must be completed and a copy returned within 30 days of purchase.

Stephens Pipe & Steel, Inc. is not responsible for injury, property damage or other indirect, special or consequential damages arising directly or indirectly out of the use of these fence materials, notwithstanding the fact that said injury, property damages or other damages arose directly or indirectly from an actual or alleged defect in material and/or workmanship.

Any implied warranty, including, but not limited to a warranty of merchantability or of fitness for a particular purpose, shall terminate at the expiration of this limited 15 year warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Stephens Pipe and Steel, LLC within 30 days of the purchase.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Stephens Pipe & Steel, LLC

P.O. Box 618 / Hwy 619

Russell Springs, KY 42642

Installer/Supplier _____

Date Purchased _____

Invoice Number _____

Name _____

Address _____

City, State, Zip _____

Phone () - _____

Signature _____

Date _____



Stephens Pipe & Steel, Inc.

Galvanized Fence Materials Limited 15 Year Warranty

In order to validate your warranty complete the following information and return to:

Stephens Pipe & Steel, Inc.
P.O. Box 618
Russell Springs, KY 42642

To be completed by fence installer / wholesaler:

Installed for: _____ Customer Name: _____
Address: _____
City, ST Zip: _____

Installation Date: ____/____/____ Purchase Date: ____/____/____ Invoice Number: _____

Installer: _____ Business Name: _____
Address: _____
City, ST Zip: _____

Installer Signature: As a fencing installer, I certify that my organization, or properly assigned sub-contractor have installed the above referenced material at the listed customer location. I further certify that the Stephens Pipe & Steel, Inc. Galvanized Fence System was completely and properly installed.

Signature: _____ Date: ____/____/____



Staff Summary Report

MEETING DATE:	March 12, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Surplus Property-2 nd Street

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of deeming a vacant lot as surplus and making it available for sale
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

During the spring/summer of 2023 the property owner of 306 E. Second St was sent a citation letter for the property. The owner had inherited the property and does not live in the area and has no intention of moving to Salem. At the time the property had a concrete foundation with the wood floor still on top, and a cistern. The property owner donated the property to the City of Salem via the Voluntary Demolition Program.

Last month the city was able to demolish the foundation and cistern, backfill the lot bringing it to grade and seed the property.

With the lot cleaned up, discussions among staff have found no municipal or public use fitting the property due to it's size and location and recommend the property be surplused and sold rather than keeping the property and needing to mow and maintain it on an ongoing basis.

PROCUREMENT

NA

FISCAL IMPACTS

Sale of the property will be unanticipated revenue for the City of Salem's General Fund

SUPPORT DOCUMENTS:	Ordinance No 3601
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of Ordinance No. 3601 surplus the property addressed as 306 E. Second St., Salem, MO and making it available for sale via sealed bids or some other means.

AN ORDINANCE AUTHORIZING THE SALE OF A PIECE OF REAL PROPERTY

WHEREAS, the City owns a small piece of recently cleared, filled and seeded land at the corner of E. Second and N Hickory Streets and consisting of approximately .11 acres; and

WHEREAS, this piece of property was donated to the City by the then owner as part of the Voluntary Demolition Program with a foundation and existing wood floor which posed a public safety concern which has since been demolished; and

WHEREAS, this property is of no use to the City and will need ongoing maintenance for which the City desires not to be responsible for; and

WHEREAS, the City feels the interests of the citizens would be best served if the unneeded real property was declared as surplus and sold.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1. The following piece of real property is hereby declared as surplus:

A vacant lot at the address of 306 E. Second St, Salem, Missouri whose legal description follows:

LOT 4 EXCEPT THE W 75' THEREOF BLOCK 4 EAST SALEM

Section 2. City staff is hereby authorized to sell at via sealed bids or otherwise dispose of the aforementioned piece of real property which is no longer needed for ongoing municipal operations.

Section 3.

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 26th DAY OF MARCH 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM

James Weber
City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COUNCIL FOR A HEALTHY DENT COUNTY FOR LEASE OF CERTAIN CITY OWNED PROPERTY.

WHEREAS, the City of Salem owns property commonly known as Salem Community Center @ the Armory; and

WHEREAS, the Council for a Healthy Dent County desires to lease this property to provide conference rooms, classrooms, offices, public use areas, multi-purpose banquet area, gym area, kitchen and fitness center facility including cardio room, weight room and group exercise room.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM MISSOURI AS FOLLOWS;

Section 1.

That the Mayor and City Clerk are hereby authorized to execute a Memorandum of Understanding with the Council for a Healthy Dent County for lease of certain City owned property. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 3.

This Ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI,
AND APPROVED BY THE MAYOR THIS 13TH DAY OF MARCH, 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVE AS TO FORM:

James Weber
City Attorney

LEASE AGREEMENT

This Lease shall be effective this ____ day of _____, 2024 and is by and between the City of Salem, Missouri, a municipal corporation, herein referred to as LESSOR, and the Council for a Healthy Dent County (CHDC), with principal office at 1200 W. Rolla Road, Salem, Missouri 65560, herein referred to as LESSEE.

1. **DEMISE, DESCRIPTION OF PREMISES, and TERM:** LESSOR leases to LESSEE and LESSEE takes as tenant from LESSOR, for a term of one hundred and twenty (120) months, to commence on this ____ day of _____, 2024, the demised premises described as the Salem Community Center @ the Armory, located at 1200 W. Rolla Road, Salem, MO 65560 and currently occupied by LESSEE, together with all easements, rights, improvements, and appurtenances.
2. **RENT:** In partnership between the LESSOR and LESSEE, rent shall be in the amount of ten (10) dollars per month, and LESSOR shall retain the right to continue to access and utilize the demised premises, specifically office space and the gymnasium for the purposes of the Parks and Recreation Dept. and the use of the meeting and conference rooms to conduct City business.
3. **REPAIRS AND MAINTENANCE:** LESSOR shall make all necessary repairs to the interior electrical system, HVAC, plumbing, lighting, and structural components of the interior of the demised premises. LESSOR shall make all necessary repairs to the exterior of the demised premises, including repairs of the roof, sidewalks, and parking lots. LESSEE shall provide custodial services to the premises and keep the premises free from trash and debris. LESSEE shall provide all necessary supplies and materials needed for custodial services to the premises. LESSEE shall provide for the maintenance of the interior and exterior of the demised premises that have not been specifically delegated to the LESSOR herein.
4. **REMODELING, RENOVATION, AND CONSTRUCTION:** Upon proper authorization, LESSEE shall have the ability at LESSEE's own expense to remodel, renovate, and or perform construction on the demised premises. However, any and all remodeling, renovation, and construction, no matter how small or insignificant, shall have the prior written authorization of the Mayor and Board of Aldermen of the City of Salem. Furthermore, any and all projects related to the remodeling, renovation, and construction of the facility or property must comply with all applicable local, state, and federal regulations

and laws. LESSEE shall indemnify LESSOR and be responsible for any damages at the demised premises that occur as a result of any remodeling, renovation, or construction request made by LESSEE pursuant to this section. LESSOR assumes no liability of any kind for such remodeling, renovation, or construction to any contractor, subcontractor, laborer, or material man. Such remodeling, renovation, or construction shall become a part of the demised premises and shall belong to LESSOR, without compensation to LESSEE, at the expiration of this lease.

5. **LIMITATION OF LIABILITY:** LESSOR shall not be liable for any personal injury or property damage occurring on or about the premises or to any persons thereon, including but not limited to injury resulting from the following: (1) a loss of property by theft or burglary; (2) accidental damage to person or property on or about the premises from the operation of any elevator or the use of any utility on the premises; (3) any damage caused by action of the natural elements; or (4) damage or injury resulting from the conduct of the employees of LESSEE, whether negligent or otherwise. LESSEE shall not make any claim against LESSOR for any loss or damage described herein and shall indemnify, defend, and hold harmless LESSOR from any such claim that may occur against LESSOR. LESSEE shall be responsible for the application of insurance proceeds, if any, to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstances, and if the injury was not insured against, LESSEE shall repair the demised premises or replace or repair property thereon at the sole expense of LESSEE. LESSOR shall not be liable for any damages to property caused by a leak or defect in the roof or in any other part of the interior or exterior of the building that may remain under the control of LESSOR; or for any damages resulting from the acts or omissions of other occupants of the building, or occupants of the adjoining building. Whenever there shall be a leak in the roof, or other defect in the common premises, LESSEE shall notify LESSOR in writing and LESSOR shall repair the defect at the expense of LESSOR. LESSOR shall not be liable for any damages unless LESSOR fails to repair the defect within a reasonable time after written notice of the defect is delivered. LESSEE shall make good faith efforts to mitigate all damages while the demised premises are affected by any such defect. If LESSOR shall fail or refuse to repair the damaged property within a reasonable time after receipt of notice thereof, LESSEE shall have the right to make the necessary repairs in accordance with §441.234, RSMo, as in effect on the date of execution of this agreement.

LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasional by or through either the acts or omissions of persons occupying adjoining

premises, persons occupying any part of the building adjacent to or connected with the premises, or tenants in any other part of the building on the demised premises. Nothing herein shall preclude LESSEE from bringing any action necessary to obtain damages from either the occupants of adjoining or connected buildings or tenants of the building on the demised premises, if damages are incurred by LESSEE as a result of their actions.

LESSEE shall be responsible for arranging, and all expenditures relating to, any security precautions that LESSEE deems necessary for the safety of the personnel, guests, or property of LESSEE located on the demised premises. LESSEE shall also provide, at the expense of LESSEE, insurance against losses of the above nature that LESSEE desires to maintain.

LESSEE shall release LESSOR, and/or the representatives, agents, and employees of LESSOR, from liability for any injury to LESSEE, or the agents, employees, or guests of LESSEE, resulting from any cause whatsoever, except injury or damage resulting from the willful acts of LESSOR, or the representatives, agents, and employees of LESSOR.

6. **RENEWAL:** If, at the expiration of the present lease terms, LESSOR shall desire to continue leasing the demised premises, LESSEE shall have the first right or privilege to enter into a new lease agreement with LESSOR. Such right or privilege of renewal shall be exercised by LESSEE providing written notice to LESSOR not less than 60 days and not more than 120 days prior to the expiration of this lease term. The parties shall engage in good faith negotiations regarding a lease agreement of the demised premises upon such notice being provided to LESSOR.
7. **LESSEE TO COMPLY WITH LAWS, RULES, AND REGULATIONS:** LESSEE shall comply with all local, state, and federal laws, rules, regulations, and requirements applicable to the demised premises, and in particular with those for the correction, prevention, and abatement of nuisances or other grievances in, on, or connected with the demised premises during the term of this lease.
8. **DAMAGE OR DESTRUCTION OF BUILDING:** If during the term of this lease the building on the demised premises is totally destroyed, this lease shall terminate unless agreed upon otherwise in writing by both LESSOR and LESSEE. In the event this lease is terminated due to the destruction of the building on the demised premises, prepaid rent shall be refunded or credited in whole or in part and future rent shall abate in whole or in part, as may be equitable under all the circumstances. Further, LESSOR and LESSEE agree to participate in good faith discussions prior to termination of this lease pursuant to this

section, in order to determine the viability of rebuilding the demised premises to be used as a Community Center in the event of total destruction of the current building on the demised premises and continuance of this lease. Any such decision to rebuild on the demised premises shall be at the sole discretion of the LESSOR and subject to the approval of the Mayor and Board of Aldermen of the City of Salem, Missouri.

9. **LESSOR'S RIGHT TO INSPECT OR REPAIR:** LESSOR and its agents or other representatives shall have the right to enter the demised premises, or any part thereof, at all reasonable hours for the purpose of examination or making such repairs or alterations as may be necessary to make safe and/or preserve the demised premises.
10. **UTILITIES:** In partnership between the LESSOR AND LESSEE, the expense of utilities of the demised premises, including electricity, gas, water, sewer, and/or other utilities during the term of this Lease shall be the responsibility of the LESSEE. The financial statements of the LESSEE shall be provided to the LESSOR within sixty (60) days after the close of the LESSEE's fiscal year, every subsequent year. The financial statements of the LESSEE may be evaluated by the LESSOR at any time in order to determine whether the utility expense of the demised premises, if any, should be paid by the LESSEE to the LESSOR or if LESSEE shall receive a credit towards the expense of utilities for the demised premises. LESSEE agrees to use its best effort to efficiently conserve such utilities and avoid wasteful use of utilities. In any event, the LESSEE shall not receive a credit towards the utility expense of the demised premises in excess of \$2,400 in any given month, during the term of this lease agreement, without prior approval of the Mayor and Board of Aldermen of the City of Salem, Missouri.
11. **MANNER OF GIVING NOTICES:** Any notice to be given by either part to the other, pursuant to the provisions of this lease or of any law, shall be given by registered or certified mail, addressed at the party for whom it is intended at the address stated above or at such other address as such party may have designated in writing. It is agreed that there is to be no enforceable default against LESSEE or the exercise of any option or right granted to LESSOR under any provision hereof in the event of LESSEE'S default or omission, unless notice thereof shall have been given as indicated herein, specifying the default or omission complained of, and LESSEE shall have had 15 days after the actual receipt of such notice to remedy the default or omission. If the default or omission complained of is of

such nature that it cannot be completely cured within such 15 day period, such default nevertheless shall not be enforceable against LESSEE if LESSEE shall have begun curing it within the 15 day period, and shall, with reasonable diligence and in good faith, proceed to remedy it.

12. **INSURANCE:** It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies. LESSEE shall, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LESSOR against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000.00 for any one person killed or injured, \$1,000,000.00 for any one accident and \$50,000.00 property damage. A copy of this policy shall be provided by the LESSEE to the LESSOR. In addition, the LESSEE shall require the insurance carrier to notify the LESSOR in writing of any change in policy or cancellation.

LESSEE shall maintain and keep in force all employees' compensation insurance required under the Laws of the State of Missouri and such other insurance as may be necessary to protect LESSOR against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to execution hereof.

LESSOR agrees to insure and keep insured, during the entire term of this lease agreement, at its sole expense, the demised premises for loss or damage by fire and all other casualties and shall pay all premiums as they become due and will deliver copies of such policy or policies.

In the event the demised premises shall be damaged or destroyed by fire or other casualty so insured against, LESSEE shall claim no interest in any insurance settlement arising out of any such loss and it will execute all documents required by LESSOR or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss. LESSEE shall be responsible for insuring all personal property and fixtures owned by LESSEE.

13. **FIXTURES:** All fixtures installed by LESSEE on the demised premises shall be and remain the property of LESSEE during the term of the lease and may be removed at any time during the term of this lease or at the expiration thereof. Any such fixtures remaining on the premises after the expiration of the term of this lease shall be deemed abandoned by LESSEE and shall become

the property of LESSOR. Any damage to the demised premises caused by the removal of such fixtures shall be repaired by LESSEE.

14. LESSOR'S COVENANTS AND WARRANTIES: LESSOR covenants and warranties that:

- a. LESSOR is the owner of the demised premises and has the right to make this lease.
- b. LESSEE, on the performance of all of the terms and conditions of this lease on its part to be performed, shall at all times during the term hereof peacefully and quietly hold and enjoy the demised premises.
- c. The demised premises are now free from all encumbrances except mortgages and trust deeds of record.

15. LESSOR'S RE-ENTRY ON DEFAULT OR ABANDONMENT: If the demised premises, or any part thereof, shall be deserted or become vacant during the term of this lease, or if any default is made in the payment of rent that was required in writing to be paid or in the performance of any of the covenants herein contained, LESSOR or its representatives may re-enter the premises by summary or other proceedings and remove all persons there from, and LESSEE shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein. LESSOR may on re-entry rent the premises on behalf of LESSEE, reserving the right to rent the premises for a longer period of time than that fixed in the original lease, without releasing the original tenant from liability, applying any sums collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and finally to the payment of the rent and all of the charges due and to become due to LESSOR, any surplus to be paid to LESSEE, who shall remain liable for any deficiency.

16. REAL PROPERTY TAXES TO BE PAID BY LESSOR: LESSOR shall pay all real property taxes assessed and levied against the demised premises by the state, city, county, or other taxing authorities.

17. ACCELERATION OF RENTAL WHERE INSTALLMENT NOT PAID: If LESSEE shall fail to pay any month's installment of rent, after it has been required in writing, for a period of thirty (30) days after the same becomes due and payable, then all the installments of rent for the whole term hereof shall become due and payable at once. In addition, in the event of any such nonpayment of any month's installment of rent, on demand of LESSOR or its assigns, LESSEE shall surrender to LESSOR or its assigns complete and peaceable possession of the premises herein leased, waiving all other notice of any kind or description.

18. ACCELERATION OF RENT IN THE EVENT OF BANKRUPTCY OR INSOLVENCY:

This lease is made on the condition that in the event of breach by LESSEE of any of the agreements herein, or in the event that LESSEE becomes bankrupt, insolvent or makes an assignment for the benefit of creditors, or discontinues business in the premises for any other reason whatsoever, the balance of rental for the entire term of this lease shall be considered at once due and payable without notice or demand on the part of LESSOR. LESSOR may at any time after such a breach of this lease occurs, enter the premises, take possession thereof, and thereby terminate all rights and interests of LESSEE therein and hereunder.

19. LESSOR TO DESIGNATE PLACE OF PAYMENT: All payments of rent or other sums due to LESSOR hereunder shall be made to The City of Salem, 400 North Iron, Salem, Missouri 65560, or at such other place as LESSOR shall designate in writing, from time to time.

20. INTEREST ON RENT ARREARAGE: Any installment of rent accruing under the provisions of this lease, that shall not be paid when due shall bear interest at the rate of 10% per annum from the date when the same was payable by the terms hereof, until the same shall be paid by LESSEE.

21. ASSIGNMENT: LESSEE may not, without the prior written consent of LESSOR, assign this lease or any interest hereunder or otherwise permit the use of the demised premises by any party other than LESSEE. LESSEE shall be permitted to temporarily rent space in the facility for purposes of events. Such income from event rentals shall belong to LESSEE. LESSOR shall not be liable for any personal injury that may arise due to any temporary event rental and LESSEE agrees to indemnify and defend LESSOR in the event that any personal injury occurs due to an event rental pursuant to this section. Consent to one assignment shall not be deemed a waiver of this provision, and all later assignments shall likewise be made only on prior written consent of LESSOR. Assignees shall become liable directly to LESSOR for all obligations of LESSEE hereunder, without, however, relieving LESSEE of such liability.

22. ATTORNEY'S FEES: If either party is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of LESSEE hereunder, the sum or sums so paid with all interest, costs, and damages shall be due from the non-prevailing party.

23. LEASE BINDING ON SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this lease shall be binding on the parties hereto and on their respective successors, heirs, executors, administrators and assigns.

24. JURISDICTION: This lease shall be governed by the laws of the State of Missouri. Any provision

herein that shall be found to not comply with the laws of the State of Missouri shall be severed and all other provisions of this lease shall remain in full effect.

25. **MODIFICATION:** Any modification of this lease shall be in writing and signed by both parties.
26. **TERMINATION OF PREVIOUS LEASE AGREEMENT:** This agreement shall supersede all other previous lease agreements between the parties with regard to these demised premises. All prior lease agreements between the parties regarding these demised premises shall be terminated by mutual agreement of the parties upon execution of this lease agreement.

Mayor Greg Parker (Date)
City of Salem, Missouri

Representative of CHDC (Date)

City Clerk Tammy Koller (Date)
City of Salem, Missouri